



TUPELO REGULAR CITY COUNCIL MEETING

DECEMBER 01, 2020 AT 6:00 PM
COUNCIL CHAMBERS | CITY HALL

AGENDA

INVOCATION: COUNCILMAN MARKEL WHITTINGTON

PLEDGE OF ALLEGIANCE: COUNCILMAN TRAVIS BEARD

CALL TO ORDER: COUNCIL PRESIDENT MIKE BRYAN

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

PROCLAMATIONS

RECOGNITION GIRL/BOY SCOUTS

EMPLOYEE RECOGNITION

PUBLIC RECOGNITION

MAYOR'S REMARKS

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

PUBLIC AGENDA

PUBLIC HEARINGS

1. IN THE MATTER OF PUBLIC HEARING - MTP VII PRIORITIES **KH**
2. IN THE MATTER OF PUBLIC HEARING FOR REZONING **PF**

APPEALS

CITIZEN HEARING

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

ACTION AGENDA

3. IN THE MATTER OF ORDINANCE ESTABLISHING STREET IMPROVEMENT PRIORITIES FOR THE TUPELO MAJOR THOROUGHFARE PLAN PHASE VII **BL**
4. IN THE MATTER OF ORDINANCE FOR REZONING **PF**

ROUTINE AGENDA

5. IN THE MATTER OF MINUTES NOVEMBER 17, 2020
6. IN THE MATTER OF BILL PAY **KH**
7. IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**
8. IN THE MATTER OF RFP 2020-034CO TO SYNERGETICS **RK**
9. IN THE MATTER OF CVB MINS. OCT AND NOV 2020 **NM**
10. IN THE MATTER OF BID FOR BEL AIR DEC 2020 **AF**
11. IN THE MATTER OF APPROVAL OF FINAL LOAN AGREEMENT FOR SRF LOAN SRF-C280885-07 **JT**
12. IN THE MATTER OF RATIFICATION OF BID # 2020-030MT FOR JACKSON STREET IMPROVEMENTS (COLEY – AIRPARK) **DRB**
13. IN THE MATTER OF TRA MINUTES 11/19/2020 **DB**
14. IN THE MATTER OF CHANGE ORDER #2 COOK AND SONS **DB**
15. IN THE MATTER OF REVISION OF EMPLOYEE HANDBOOK POLICY #502 **BL**
16. IN THE MATTER OF APPOINTMENT FOR ELECTION COMMISSION **JS**
17. IN THE MATTER OF TEMPORARY CHANGE OF LOCATION OF VOTING FOR WARD 1 PRECINCT 1 FROM BEL AIR CENTER TO AMERICAN LEGION POST 49 **BL**
18. IN THE MATTER OF CHANGE OF LOCATION OF VOTING FOR WARD 3 PRECINCT 4 FROM OLD LEE COUNTY COURTHOUSE TO CALVARY BAPTIST CHURCH FAMILY MINISTRY CENTER **BL**

(CLOSE REGULAR SESSION)

STUDY AGENDA

S1. IN THE MATTER OF RESOLUTION CALLING AND PROVIDING FOR THE HOLDING OF A SPECIAL ELECTION WITHIN THE CITY OF TUPELO, MISSISSIPPI, TO DETERMINE IF THE CITY OF TUPELO SHALL INCREASE THE LIMITATION PRESCRIBED IN SECTION 27-39-321, MISSISSIPPI CODE OF 1972, AS AMENDED, TO AUTHORIZE CONTINUING THE SPECIAL LEVY OF TEN (10) MILLS OF AD VALOREM TAXES UPON ALL TAXABLE PROPERTY WITHIN THE CITY OF TUPELO FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND FOR EACH OF THE NEXT FOUR (4) SUCCEEDING FISCAL YEARS THEREAFTER, THE TOTAL RECEIPTS FROM WHICH SPECIAL LEVY TO BE USED FOR THE PURPOSE OF STREET IMPROVEMENTS, INCLUDING CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES AND PURCHASING LAND THEREFOR **BL**

S2. IN THE MATTER OF NUISANCE PROPERTIES ORDINANCE **BL**

EXECUTIVE SESSION

ADJOURNMENT



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, CFO
DATE December 1, 2020
SUBJECT: IN THE MATTER OF PUBLIC HEARING-MTP VII PRIORITIES **KH**

Request:

Public Hearing for the priorities of phase VII of the Major Thoroughfare Program.

ATTACHED:
No attachments



AGENDA REQUEST

TO: Mayor and City Council
FROM: Pat Falkner, Director, Development Services
DATE November 20, 2020
SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR REZONING **PF**

Request:

This item was moved from the Study Agenda at November 17, 2020 Council Meeting.

The Planning Committee recommended approval of a request from Red Oak Grove Church to change the zoning of 2003 South Veterans Boulevard from Industrial to Mixed Use Residential. A public hearing is required.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Ben Logan, City Attorney

DATE: November 25, 2020

SUBJECT: IN THE MATTER OF ORDINANCE ESTABLISHING STREET
IMPROVEMENT PRIORITIES FOR THE TUPELO MAJOR
THOROUGHFARE PLAN PHASE VII **BL**

Request:

This item was moved to the Action Agenda from the Study Agenda on November 17, 2020.

Please review and approve.

ORDINANCE

**AN ORDINANCE ESTABLISHING STREET IMPROVEMENT
PRIORITIES FOR THE TUPELO MAJOR THOROUGHFARE
PLAN PHASE VII**

WHEREAS, the City has received the report and recommendations of the Citizens Lobbying and Oversight Committee (the "Major Thoroughfare Committee") on the Major Thoroughfare Plan and has conducted a public hearing on December 1, 2020, pursuant to public notice, regarding the Major Thoroughfare Plan and the construction and improvement of streets in Tupelo; and

WHEREAS, based on the foregoing, the City of Tupelo finds and determines that the priority of street improvements, to be paid for with the proceeds of the tax levy as provided in a resolution setting an election to authorize the continuation of an additional ten mills of ad valorem taxes for the purpose of street construction and improvement (the "Resolution"), is necessary and in the public interest as established in the Committee's recommendation; and

WHEREAS, the City of Tupelo desires no diversion from the priorities set forth therein unless attended by public notice, process and debate.

NOW, THEREFORE, BE IT ORDAINED by the Tupelo City Council of the City of Tupelo, Mississippi as follows:

SECTION 1: The recommendation of the Major Thoroughfare Committee on the Major Thoroughfare Plan Phase VII priorities includes the following projects:

W. Jackson St. from Airpark Rd. to N. Thomas St.

W. Jackson St. from Thomas St. to Joyner Ave.

E. Jackson St. from Madison to Front Street

Eason Blvd. from S. Veterans Memorial Blvd. to Briar Ridge Rd.

N. Veterans Memorial Blvd. from E. Main St. to Hamm St.

N. Veterans Memorial Blvd. from Hamm Street to I-22

Airpark Rd. from W. Main St. to W. Jackson St.

Elizabeth St. from E. Main St. to Green St.

New Road from W. Barnes Crossing Rd. to west side of Gloster St.

McPherson Rd. realignment with Highway 6

Redesign and New Construction of Intersection at U.S. 45, McCullough Blvd. and Hilda Ave.

Maintenance Program of Major Thoroughfare Program Arterial and

Major Collector Roads (See Exhibit "A" attached hereto and incorporated herein by reference, is also hereby adopted in full as part of this ordinance).

SECTION 2: Except as otherwise provided herein, the proceeds of the tax levy, as provided in the resolution, shall be expended only on the projects listed in the Phase VII Projects and such projects shall be completed before any proceeds are used for any other street construction or improvement project.

SECTION 3: The enumeration of the projects listed in Section 2 shall not and does not signify or establish any priority among the Phase VII Projects. Said projects may be scheduled, started, rescheduled and completed as directed from time to time to effect the greatest efficiency and cost-saving. Portions or divisions of projects may be pursued as directed.

SECTION 4: Except as otherwise provided in Section 3 hereof, this ordinance,

and the priorities for street construction and improvement using funds obtained under the auspices of the Resolution as set out in the Plan, shall not be modified, amended, revoked or superseded until a public hearing is held before the Tupelo City Council, pursuant to notice published in the Northeast Mississippi Daily Journal not less than fifteen (15) days prior to hearing.

SECTION 5: The Department of Finance and the Major Thoroughfare Director and/or their designees, are directed to pursue grants and federal and state funding for the Phase VII Projects and other projects listed in the report and to make regular reports to the Mayor and the Tupelo City Council.

SECTION 6: Maintenance Program. Major Thoroughfare Citizens Oversight and Lobbying Committee has made the recommendation to the City Council that 2.5 mills of the 10 mills annually received for the Major Thoroughfare Phase VII Program be used by the City to maintain Major Thoroughfare roads identified as Arterial or Major Collector and as listed on Exhibit "A".

SECTION 7: Administration of Funds. It shall be the responsibility of the City financial officer to administer the funds and monies generated and expended under the Major Thoroughfare Program and Ordinance. Management of these funds shall be carried out in accordance with state law. It shall be the further responsibility of the financial officer to invest all unexpended and undesignated tax proceeds under the program from year to year or as otherwise practicable under the construction schedule at the highest legal rate of savings or investment interest allowed by state law. Notwithstanding any existing local ordinances, agreements or resolutions to

the contrary, monies under this program may be invested in any designated depository institution as allowed by state statute. Savings or investment accounts will be selected on a bid basis, and the financial officer has the option of investing in United States Treasury Bonds if bids offered fail to guarantee an equal or greater rate of return than United States Treasury Bonds.

SECTION 8: Encroachments of Right-of-Way: The right-of-way necessary for the construction of the streets included in this ordinance and as specified in other sections of the Major Thoroughfare Program shall not be encroached. No buildings or other permanent structures may be built on this right-of-way. In the event a building permit application is filed for a building to be built on this right-of-way, the City shall commence negotiations with the property owners for acquisition of the right-of-way. In the event negotiations fail, condemnation procedures shall be initiated. Setback of new or expanded buildings, as regulated by the Tupelo zoning ordinance, shall be measured from the right-of-way specified in this program.

SECTION 9: This ordinance shall be in full force and effect on the 30th day after passage. The City Clerk is directed to publish this ordinance in the

Northeast Mississippi Daily Journal

SECTION 10: This ordinance and the priorities established herein shall continue in full force and effect until September 30, 2026, until all Phase VII Projects are substantially completed or until all proceeds obtained under the auspices of the Resolution are expended, whichever first occurs.

After a full discussion of this matter, Council Member _____ moved that the foregoing Resolution be adopted and said motion was seconded by Council Member _____ and upon the question being put to a vote, the results were as follows:

- Councilmember Whittington voted _____
- Councilmember L. Bryan voted _____
- Councilmember Beard voted _____
- Councilmember Davis voted _____
- Councilmember Palmer voted _____
- Councilmember M. Bryan voted _____
- Councilmember Jennings voted _____

The motion having received the affirmative vote of a majority of the members present, the President declared the motion carried and the resolution adopted.

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the _____ day of _____, 2020.

CITY OF TUPELO, MISSISSIPPI

MIKE BRYAN, City Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

DATE

Street Name	Description	Approved Class	Revised Class	Fund Source	AADT
Barnes Crossing Rd	N Gloster to Tom Watson	Arterial	Arterial	MTMP	*17,000
W Barnes Crossing Rd	Gloster to I-22 (Northern Loop)	None	Arterial	MTMP	
Cliff Gookin Blvd		Arterial	Arterial	MTMP	*9,500-12,000
Coley Rd	Main St to McCullough	Arterial	Arterial	MTMP	*16500
N Coley Rd	McCullough to I-22	None	Arterial	MTMP	
E Main St	Front St to Hillsdale/ MDOT ROW	Arterial	Arterial	MTMP	*16000
W Main St	Front St To City Limits- west	Arterial	Arterial	MTMP	*18,000-22,000
Eason Blvd	Gloster to Main St	Arterial	Arterial	MTMP	*7,200-25,000
N Veterans Memorial Blvd	All	Minor Collector	Arterial	MTMP	*8,300
Air Park Rd	Main to Jackson	None	Major Collector	MTMP	*3,300
Barnes Crossing Rd	Tom Watson To Dixie Creek	None	Major Collector	MTMP	*5,200
Beech Springs Rd		Major Collector	Major Collector	MTMP	*2,700
Chesterville Rd		Major Collector	Major Collector	MTMP	*2,200
E Jackson St		Major Collector	Major Collector	MTMP	*4,300
Elizabeth St		Major Collector	Major Collector	MTMP	
Endville Rd		Major Collector	Major Collector	MTMP	*2,400
Franklin St	Main to Front	None	Major Collector	MTMP	*5,400
Lawndale Dr	Main to Cliff Gookin	Major Collector	Major Collector	MTMP	*4,700
Lumpkin Ave	Main To Kincanon	Major Collector	Major Collector	MTMP	*5,500
Monument Dr		Major Collector	Major Collector	MTMP	*2,500
Mt Vernon Rd	McCullough to Northern Loop	Major Collector	Major Collector	MTMP	*1,900
N Front St		Major Collector	Major Collector	MTMP	*5,200
N Green St	Main to Gloster	Major Collector	Major Collector	MTMP	*2,800
N Industrial Rd		Major Collector	Major Collector	MTMP	*3,100
N Thomas St	Main to Jackson	Major Collector	Major Collector	MTMP	*7,600
S Front St	Main to Clark	Major Collector	Major Collector	MTMP	*3,000
S Green St	Main to Gloster	Major Collector	Major Collector	MTMP	*12,000
S Industrial Rd	Main to Varsity	Major Collector	Major Collector	MTMP	
S President Ave Ext	Cliff Gookin to Mitchell Rd Ext	Major Collector	Minor Collector	MTMP	
S Thomas St	Main to Cliff Gookin	Major Collector	Major Collector	MTMP	*6,400
S Thomas St Ext	Cliff Gookin To HWY 278 / 6	Minor Collector	Major Collector	MTMP	
S Veterans Memorial Blvd	Main To Eason	Major Collector	Major Collector	MTMP	*4,100
W Jackson St	Gloster To Coley	Major Collector	Major Collector	MTMP	*7,000
W Jackson St Ext	Coley to Purnell	Major Collector	Major Collector	MTMP	*6,700

Exhibit

"A"



AGENDA REQUEST

TO: Mayor and City Council

FROM: Pat Falkner, Director, Development Services

DATE: November 20, 2020

SUBJECT: IN THE MATTER OF REVIEW//APPROVE//REJECT ORDINANCE
AMENDING THE ZONING MAP

Request:

The Planning Committee recommended approval of a request from Red Oak Grove Church to change the zoning of 2003 South Veterans Boulevard from Industrial to Mixed Use Residential. The ordinance amending the zoning map is attached.

**ORDINANCE REZONING PROPERTY AND AMENDING THE OFFICIAL ZONING
MAP OF THE CITY OF TUPELO, MISSISSIPPI**

Case No. RZ 20-01

Parcel #: 113M-08-009-00

WHEREAS, a request was filed with the Department of Planning and Community Development to change the zoning on certain pieces of property; and,

WHEREAS, the request was reviewed by the Tupelo Planning Committee which reviewed and considered information regarding the rezoning and conducted a public hearing with notice sent to the surrounding property owners, at the Planning Committee's regularly scheduled meeting on Monday, November 2, 2020. The Planning Committee recommended approval of the proposed zoning change; and,

WHEREAS, the Tupelo City Council conducted a public hearing, with notice published in the Northeast Mississippi Daily Journal, at its regularly scheduled meeting on Tuesday, December 1, 2020, to review and consider recommendations proposed by the Tupelo Planning Committee concerning the proposed zoning change at which time no sufficient protest was received; and,

WHEREAS, the City Council finds and determines that pursuant to the authority granted under Miss. Code Anno. Sec. 17-1-3 (1972 as amended), it is necessary to protect the public health, safety, morals and general welfare to amend the current Development Code, and the provisions below are enacted pursuant to the procedures set forth in the Development Code of the City of Tupelo, and are necessary, fair and reasonable.

NOW, THEREFORE, BE IT ORDAINED by the Tupelo City Council as follows:

1. The prefatory sentences, as findings of the City Council are hereby incorporated herein.
2. The portions of the following described property which are currently zoned Industrial, are hereby amended to be zoned Mixed Use Residential:

Commencing at the Northeast Corner of the Northeast Quarter of Section 8, Township 10 South, Range 6 East, Lee County Mississippi; thence South 00 degrees 42 minutes West 6.28 feet to the South right of way of Eason Boulevard; thence South 00 degrees 42 minutes West 1963.40 feet to the South line of a railroad spur and Northeast corner of the Mississippi National Guard property; thence South along Canal Street 349.60 feet to the Southeast corner of said property, for a point of beginning. Thence South along South Canal Street 237.00 feet to an iron pin at the Northeast corner of the Deviney Construction Company lot; thence North 89 degrees 39 minutes 53 seconds West along a chain link fence 486.60 feet to the East right of way of the Burlington-Northern Railroad; thence North 28 degrees 55 minutes 39 seconds West along said East line 267.53 feet to

an iron pin; thence East along a chain link fence on the South line of the Mississippi National Guard property 616.00 feet to the Point of Beginning, and containing 2.98 acres. Lying and being in the Northeast Quarter of Section 8, Township 10 South, Range 6 East, City of Tupelo, Lee County, Mississippi.

Subject to the prescriptive easement of South Canal Street.

3. The official Zoning Map shall be amended to reflect this change. The City Clerk shall cause this amendatory ordinance to be published according to law.

The foregoing Ordinance was proposed in a motion by Councilman _____, seconded by Councilman _____, and was brought to a vote as follows:

- _____ Councilman Markel Whittington
- _____ Councilman Lynn Bryan
- _____ Councilman Travis Beard
- _____ Councilman Nettie Davis
- _____ Councilman Buddy Palmer
- _____ Councilman Mike Bryan
- _____ Councilman Willie Jennings

Whereupon, the ordinance having received a majority of affirmative votes, the President of the Council declared that the Ordinance had been passed and adopted on this the 1st day of December, 2020.

CITY OF TUPELO, MISSISSIPPI

BY: _____
Mike Bryan, President

ATTEST:

Missy Shelton, Clerk of the Council

APPROVED:

Jason L. Shelton, Mayor

DATE:
December 1, 2020



AGENDA REQUEST

TO: Mayor and City Council
FROM: Missy Shelton, Council Clerk
DATE November 24, 2020
SUBJECT: IN THE MATTER OF MINUTES NOVEMBER 17, 2020

Request:

Pleaser review and approve.

REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO

STATE OF MISSISSIPPI

NOVEMBER 17, 2020

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, November 17, 2020 at 6:00 p.m. with the following in attendance: Council members Markel Whittington, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer and Willie Jennings; Attorney Ben Logan and Missy Shelton, Clerk of the Council. Councilman Mike Bryan was absent.

Councilman Buddy Palmer asked Councilman Travis Beard to give the invocation. Councilman Markel Whittington led the pledge of allegiance.

Vice President Buddy Palmer called the meeting to order at 6:00 PM.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Councilman Lynn Bryan moved, seconded by Councilman Willie Jennings, to confirm the agenda and agenda order, with the following amendments:

ADD: Proclamation for Small Business Saturday

DELETE: Item # 10 - Nomination of Police Advisory Board Member

Of those present, the vote was unanimous in favor.

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

PROCLAMATIONS

IN THE MATTER OF NATIONAL HUNGER AND HOMELESSNESS AWARENESS WEEK PROCLAMATION

Mayor Jason Shelton presented a proclamation for National Hunger and Homelessness Awareness Week November 15-22, 2020, to representatives Hannah Maharrey and Jason Martin. **APPENDIX A**

IN THE MATTER OF SMALL BUSINESS SATURDAY

Mayor Jason Shelton presented a proclamation for Small Business Saturday - November 28, 2020. **APPENDIX B**

PUBLIC RECOGNITION

Councilman Jennings wished everyone a happy and safe Thanksgiving and reminded everyone to wear a mask at all your gatherings.

Councilman Lynn Bryan addressed the homeless situation in Tupelo. He said it is getting out of hand and progressive measures need to be taken. The homeless situation affects property values and the quality of life in the City of Tupelo. He congratulated Captain Carlos Brown for his promotion in the Tupelo Fire Department.

Councilwoman Nettie Davis wished everyone a Happy Thanksgiving in this trying year. She reminded all to protect your families and be safe.

Councilman Buddy Palmer congratulated Alex Farned and all those involved with the Veteran's Day Program held at Veterans Park. He reminded everyone that November 25 is 'No Complaint Wednesday' and that we should all find something good to be thankful for.

MAYOR'S REMARKS

Mayor Jason Shelton congratulated everyone involved on a job well done on the Veteran's Day Program. Tupelo is one of 800 cities across the nation to have the Proclamation for Small Business Saturday. November is also National Hospice Month. All the City buildings will be closed November 26 and 27 as given by Governor Tate Reeves and the City of Tupelo Council. Governor Reeves extended the order concerning protocol for COVID-19 until December 11. The Convention and Visitor's Bureau along with the Administration department will be having a promotional campaign for COVID-19. There are promising vaccinations in trial mode. He suggested a Work Session with the City Council will be scheduled soon for COVID-19 along with other topics. Then, Mayor Shelton announced that his son, William, is 3 months old today.

PUBLIC HEARINGS

IN THE MATTER OF DEMOLITION

Mr. Mark Scales appeared concerning the property located at 334 Lake Street. He requested more time to get his property satisfactorily repaired so it won't be demolished. He also presented several pictures which will be added to the minutes. Mr. Pat Falkner addressed the Council explaining that he felt the Department of Development Services had given Mr. Scales more than enough time to get the property up to code.

David Tutor addressed the Council concerning properties located at 2524 and 2499 Shelton Drive. He asked for an additional 2 weeks to bring his properties up to code. Donna Jarrell told the Council that he had not applied for a building permit to work on the properties. **APPENDIX C**

ROUTINE AGENDA

IN THE MATTER OF APPROVAL OF MINUTES OF NOVEMBER 3, 2020 REGULAR COUNCIL MEETING

Councilman L Bryan moved, seconded by Councilman Beard, to approve the minutes of the regular Council meeting dated November 3, 2020. Of those present, the vote was unanimous in favor. **APPENDIX D**

IN THE MATTER OF REVIEW, PAY BILLS AND APPROVE UTILITY ADJUSTMENTS

Bills were reviewed at 4:00 p.m. by Council members: Travis Beard, Markel Whittington, Nettie Davis and Buddy Palmer and Accounts Payable Clerk Traci Dillard. Councilman Beard moved, seconded by Councilman L Bryan, to approve the payment of the checks, bills, claims and utility adjustments. Of those present, the vote was unanimous in favor. **APPENDIX E**

IN THE MATTER OF ADVERTISING AND PROMOTIONAL EXPENSE LIST

Councilman Whittington moved, seconded by Councilman Jennings, to approve the advertising and promotional expense list, as submitted. Of those present, the vote was unanimous in favor. **APPENDIX F**

IN THE MATTER OF RFP FOR PAYROLL PROFESSIONAL SERVICES

The City of Tupelo accepted RFPs for Payroll Professional Services. Councilman Whittington moved, seconded by Councilman L Bryan, to award the RFP to ADP. Of those present, the vote was unanimous in favor. **APPENDIX G**

IN THE MATTER OF RFP FOR AUDIT SERVICES

The City received RFPs for audit services for year ending September 30, 2021. After the scoring by CFO Kim Hanna, Rosiland Barr, COO Don Lewis, Councilman Markel Whittington and Councilman Willie Jennings was complete, it was recommended to the Council to approve the proposal of Jarrell Group, PLLC. The audits are for fiscal year end September 30, 2021 for the City and June 30, 2021 for the Electric Department. Councilman Beard moved, seconded by Councilwoman Davis, to engage the services of Jarrell Group, PLLC. Of those present, the vote was unanimous in favor. **APPENDIX H**

IN THE MATTER OF ONLINE BIDDING VENDOR

Councilman L Bryan moved, seconded by Councilman Jennings, to approve an order Selecting Plan House Enterprises as a Non-Exclusive Electronic Bidding and Reverse Auction Service Provider. Of those present, the vote was unanimous in favor. **APPENDIX I**

IN THE MATTER OF HOMETOWN RETIREMENT PROGRAM RESOLUTION

Councilwoman Davis moved, seconded by Councilman Beard, to approve Resolution by the City of Tupelo to Verify That We Are the Governing Body for the Tupelo, MS Hometown Mississippi Retirement (HMR) Program. This resolution is the formal request for Tupelo to be recertified and

continue to be promoted as a Hometown Mississippi Retirement Community. Of those present, the vote was unanimous in favor. **APPENDIX J**

IN THE MATTER OF AMENDMENT TO ORDINANCE PRESCRIBING AND FIXING RATES AND CHARGES FOR WATER FURNISHED TO CONSUMERS, AND FOR USE OF THE PUBLIC SANITARY SEWER SYSTEM OF THE CITY OF TUPELO, MISSISSIPPI; AND REQUIRING PAYMENT OF SUCH RATES AND CHARGES

Councilman Beard moved, seconded by Councilman Whittington, to approve the amendment to ordinance prescribing and fixing rates and charges for water furnished to consumers, and for use of the public sanitary sewer system of the City of Tupelo, Mississippi; and requiring payment of such rates and charges. Of those present, the vote was unanimous in favor. **APPENDIX K**

IN THE MATTER OF PLANNING COMMITTEE MINUTES OF NOVEMBER 2, 2020

Councilman Whittington moved, seconded by Councilman Beard, to accept the minutes of the Tupelo Planning Committee of November 2, 2020, as submitted, with the exception of Item #2. Of those present, the vote was unanimous in favor. **APPENDIX L**

IN THE MATTER OF DEMOLITION

Councilman Whittington moved, seconded by Councilman Beard, to approve the Demolition List, as presented. Of those present, the vote was unanimous in favor. **APPENDIX M**

IN THE MATTER OF CHANGE ORDER #2 FOR BID 2019-017CO SITE IMPROVEMENTS

Councilman Jennings moved, seconded by Councilman L Bryan, to approve change order #2 for Bid 2019-017CO Site Improvements contract with DC Services and to find that the change order is commercially reasonable and not made for the purposes of avoiding the procurement laws of the State of Mississippi. This change order changes the original contract of \$678,000 to \$675,998.29 and adds an additional 15 days due to inclement weather and Covid-19. Of those present, the vote was unanimous in favor. **APPENDIX N**

IN THE MATTER OF CHANGE ORDER #2 FOR BID 2019-018CO STRUCTURAL CONCRETE

Councilman Whittington moved, seconded by Councilman Jennings, to approve change order #2 for Bid 2019-018CO Structural Concrete contract with Shaw Services, LLC and to find that the change order is commercially reasonable and not made for the purposes of avoiding the procurement laws of the State of Mississippi. This change order changes the original contract of \$959,264 to \$965,814 and adds an additional 15 days due to inclement weather and Covid-19. Of those present, the vote was unanimous in favor. **APPENDIX O**

IN THE MATTER OF CHANGE ORDER #2 FOR BID 2019-019CO MASONRY

Councilman Jennings moved, seconded by Councilman L Bryan, to approve change order #2 for Bid 2019-019CO Masonry contract with Bush Masonry, LLC and to find that the change order is commercially reasonable and not made for the purposes of avoiding the procurement laws of the State of Mississippi. This change order adds an additional 15 days due to inclement weather and Covid-19. Of those present, the vote was unanimous in favor. **APPENDIX P**

IN THE MATTER OF CHANGE ORDER #2 FOR BID 2019-020CO STRUCTURAL STEEL

Councilman Whittington moved, seconded by Councilman L Bryan, to approve change order #2 for Bid 2019-020CO Structural Steel contract with Harrell's Metal Works, Inc. and to find that the change order is commercially reasonable and not made for the purposes of avoiding the procurement laws of the State of Mississippi. This change order changes the contract amount from \$989,828 to \$988,453 and adds an additional 15 days due to inclement weather and Covid-19. Of those present, the vote was unanimous in favor. **APPENDIX Q**

IN THE MATTER OF CHANGE ORDER #2 FOR BID 2019-021CO ROOFING

Councilwoman Davis moved, seconded by Councilman Beard, to approve change order #2 for Bid 2019-021CO Roofing contract with Graham Roofing, Inc. and to find that the change order is commercially reasonable and not made for the purposes of avoiding the procurement laws of the State of Mississippi. This change order increases the contract amount from \$497,127 to \$509,868 and adds an additional 15 days due to inclement weather and Covid-19. Of those present, the vote was unanimous in favor. **APPENDIX R**

IN THE MATTER OF CHANGE ORDER #2 FOR BID 2019-022CO GLASS AND GLAZING

Councilman Beard moved, seconded by Councilman Whittington, to approve change order #2 for Bid 2019-022CO Glass and Glazing contract with Tull Brothers, Inc. and to find that the change order is commercially reasonable and not made for the purposes of avoiding the procurement laws of the State of Mississippi. This change order decreases the contract amount from \$919,233 to \$917,570.98 and adds an additional 15 days due to inclement weather and Covid-19. Of those present, the vote was unanimous in favor. **APPENDIX S**

IN THE MATTER OF CHANGE ORDER #2 FOR BID 2019-024CO GENERAL WORKS

Councilman Jennings moved, seconded by Councilman L Bryan, to approve change order #2 for Bid 2019-024CO General Works contract with D C Services, LLC and to find that the change order is commercially reasonable and not made for the purposes of avoiding the procurement laws of the State of Mississippi. This change order increases the contract amount of \$1,448,000 to \$1,439,413.70 and adds an additional 15 days due to inclement weather and Covid-19. Of those present, the vote was unanimous in favor. **APPENDIX T**

IN THE MATTER OF CHANGE ORDER #2 FOR BID 2019-025CO FLOORING

Councilwoman Davis moved, seconded by Councilman Beard, to approve change order #2 for Bid 2019-025CO Flooring contract with F L Crane & Sons, Inc. and to find that the change order is commercially reasonable and not made for the purposes of avoiding the procurement laws of the State of

Mississippi. This change order adds an additional 15 days due to inclement weather and Covid-19. Of those present, the vote was unanimous in favor. **APPENDIX U**

IN THE MATTER OF CHANGE ORDER #2 FOR BID 2019-026CO FIRE PROTECTION

Councilman Whittington moved, seconded by Councilman Beard, to approve change order #2 for Bid 2019-026CO Fire Protection contract with Fireline, Inc. and to find that the change order is commercially reasonable and not made for the purposes of avoiding the procurement laws of the State of Mississippi. This change order increases the contract amount from \$104,300 to \$106,358.81 and adds an additional 15 days due to inclement weather and Covid-19. Of those present, the vote was unanimous in favor. **APPENDIX V**

IN THE MATTER OF CHANGE ORDER #2 FOR BID 2019-027CO MECHANICAL AND PLUMBING

Councilman Jennings moved, seconded by Councilman L Bryan, to approve change order #2 for Bid 2019-027CO Mechanical and Plumbing contract with Kine's Mechanical Systems, Inc. and to find that the change order is commercially reasonable and not made for the purposes of avoiding the procurement laws of the State of Mississippi. This change order changes the contract amount from \$2,107,290 to \$2,101,790 and adds an additional 15 days due to inclement weather and Covid-19. Of those present, the vote was unanimous in favor. **APPENDIX W**

IN THE MATTER OF CHANGE ORDER #2 FOR BID 2019-028CO ELECTRICAL

Councilwoman Davis moved, seconded by Councilman Beard, to approve change order #2 for Bid 2019-028CO Electrical contract with Conditioned Air, Inc. and to find that the change order is commercially reasonable and not made for the purposes of avoiding the procurement laws of the State of Mississippi. This change order changes the contract amount from \$1,779,700 to \$1,802,734.90 and adds an additional 15 days due to inclement weather and Covid-19. Of those present, the vote was unanimous in favor. **APPENDIX X**

IN THE MATTER OF CHANGE ORDER #2 FOR BID 2019-040CO DRYWALL AND PAINT

Councilman Whittington moved, seconded by Councilman Beard, to approve change order #2 for Bid 2019-040CO Drywall and Paint contract with Acoustics & Specialties, LLC and to find that the change order is commercially reasonable and not made for the purposes of avoiding the procurement laws of the State of Mississippi. This change order adds an additional 15 days due to inclement weather and Covid-19. Of those present, the vote was unanimous in favor. **APPENDIX Y**

STUDY AGENDA

IN THE MATTER OF REVIEW PLANNING COMMITTEE RECOMMENDATION REGARDING REZONING

The Council unanimously moved this item to the Acton Agenda for the December 1, 2020 regular meeting.

IN THE MATTER OF AN ORDINANCE ESTABLISHING STREET IMPROVEMENT PRIORITIES FOR THE TUPELO MAJOR THOROUGHFARE PLAN PHASE VII

The Council unanimously moved this item to the Action Agenda for the December 1, 2020 regular meeting.

ADJOURNMENT

There being no further business to come before the Council at this time, Councilman Beard moved, seconded by Councilman Jennings to adjourn the meeting at 7:57 PM. Of those present, the vote was unanimous in favor.

Mike Bryan, President
City Council

ATTEST:

Missy Shelton, Clerk of the Council

Jason Shelton, Mayor

Date



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, COO
DATE November 24, 2020
SUBJECT: IN THE MATTER OF BILL PAY **KH**

Request:

Pleaser review and approve.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE December 1, 2020

SUBJECT: IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**

Request:

The proposed item for approval is for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Tupelo.

ITEMS:

Lee County Courier \$300 City of Tupelo Thanksgiving Ad



AGENDA REQUEST

TO: Mayor and City Council
FROM: Robert Kiste, Technology Services Manager
DATE: December 1, 2020
SUBJECT: IN THE MATTER OF REVIEW, APPROVE, REJECT; AWARD RFP 2020-034CO to SYNERGETICS **RK**

Request:

The proposals were received by the deadline of October 9, 2020 4:00 PM

The RFP's were evaluated based on the following criteria: Design,
Manufacture, References, and Pricing

Evaluation Team:

Kevan Kirkpatrick
Craig Russell
Courtney Holcomb
Dennis Bonds
Jason Cross
David King
Robert Kiste

After the evaluation process, it is the recommendation of the evaluation team that SYNERGETICS be awarded RFP 2020-034CO. The grading sheet is on file in the Finance Department.

REQUEST FOR PROPOSALS

BancorpSouth Arena & Conference Center

BancorpSouth Arena & Conference Center is seeking proposals from qualified Vendors to install a new high-density Wi-Fi solution. This Request for Proposal (RFP) provides interested vendors with sufficient information to adequately prepare and submit proposals for consideration.

The Wireless Technology Solution will meet or exceed the following specifications:

- *Wi-Fi 6 (802.11AX)*
- *All Areas marked for Wi-Fi must have a Signal Strength of [-30dBm to -67dBm]*
- *Centralized management*
- *Guest User Captive Portal Page (For Terms of Service & User Authentication)*
- *Fully Customizable Portal Page/s*
- *User Authentication methods (Guest [With Timeout], Username/Password (local user database, with the ability to set days/weeks/hours the user can be active), Username/Password (Microsoft Active Directory and/or Cisco ISE for staff logins), and Mac Addresses.*
- *Ability to direct Authenticated users to the appropriate VLAN examples: (PUBLIC-TIMEOUT, PUBLIC-NOTIMEOUT)*

9/4/2020	RFP Released
9/18/2020	Mandatory Pre-Proposal Conference
9/25/2020	RFP Questions/Inquiries Due
10/2/2020	Answers to RFP Inquiries Returned
10/9/2020 @ 10:00AM	RFP Due
11/4/2020 11/5/2020	Demo Day
12/1/2020	Award RFP

The following proposals were submitted:

- Vendor: Howard Technology Manufacture: Ruckus
- Vendor: Synergetics Manufacture: Extreme Networks
- Vendor: WrightCore Manufacture: Aruba
- Vendor: Zones Inc Manufacture: Cisco Meraki



**Proposal for
BancorpSouth Arena &
Conference Center
Wireless Network RFP
2020-034CO**

Due: October 9, 2020



October 9, 2020

BancorpSouth Arena & Conference Center

Traci Dillard

PO Box 1485/38802

71 East Troy Street

Tupelo, MS 38804

RE: BCSARENA WIFI RFP (2020-034CO)

Dear Evaluation Team,

On behalf of Synergetics, Inc., it is our pleasure to present the enclosed response to BancorpSouth Arena & Conference Center's (BCS Arena & Conference Center)'s Wireless Network RFP for your new high-density Wi-Fi solution.

Synergetics DCS is a Mississippi based company that has been in business for over 28 years providing products and services for K-12 school districts, commercial, and government accounts in the States of Alabama, Mississippi, Arkansas and Florida. During that time, Synergetics has been chosen and completed technology projects for school districts, library systems, commercial, and government accounts for projects and services totaling more than \$240 million.

We are providing an Extreme Networks solution that meets the requirements of your RFP. Synergetics and Extreme Networks have been partnered for nearly a decade. Extreme Networks delivers high performance, safe, simple, connected in-venue experiences. Extreme pushes the boundaries of technology in sports and public venues by investing in a venue specific technology team to understand the unique needs of a venue. Hundreds of teams, leagues, and venues, including the NFL and MLB, trust Extreme's end-to-end networking solutions and rely on their top-rated services and support to accelerate the digital transformation of sports and public venues and deliver an enhanced and safe fan experience.

By partnering with Synergetics and Extreme, BCS Arena & Conference Center will receive the highest quality, purpose-built Wi-Fi 6 network solution for sports and public venues, the best customer care in the industry, and an ease of doing business that will best position BCS Arena & Conference Center to effortlessly advance your fan and guest experience.

We appreciate the time invested in review of this response and look forward to a long, successful partnership between BCS Arena & Conference Center, Synergetics, and Extreme. Should any questions arise as a result of our submission, please feel free to contact me at either (662)364-3622 or Mbrent@synergeticsdcs.com.

Sincerely,



McKenzie Brent
Sales Account Manager
Synergetics, Inc.

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Executive Summary

More than ever before, today's sports & public venues must be ready to meet the dramatically evolving business challenges and customer expectations. Whether it's in an enclosed arena, open-air stadium, or conference center, secure and reliable venue Wi-Fi connectivity is now a guest expectation and an integral part of any quality venue experience. Further to that, the new normal resulting from COVID-19 brings heightened operational, safety, and IT demands for venues across the globe. As venues adapt for the future, innovative and reliable technology that will help fans and guests feel safe attending live events is paramount to success. Strong connectivity is a prerequisite for advancing in-venue digital transformation; a necessity for providing a fan and guest experience that is more safe, immersive, and operationally efficient.

We are excited to share how Extreme's purpose-built, trusted, high-density Wi-Fi 6 solution will meet all of the BCS Arena & Conference Center's expectations allowing for an enhanced experience for your guests. We have taken great care to create the enclosed network design and project plan that will bring seamless fan and guest engagement to the BCS Arena & Conference Center. We are eager to develop a strategic partnership with your organization. Our ultimate goal is to provide the BCS Arena & Conference Center with a robust, state-of-the-art solution that will surpass BCS Arena & Conference Center's expectations, and those of your guests. We are excited to present the enclosed proposal which details the benefits of our purpose-built sports & public venues technology, our in-depth experience with high-density venues, and our value-added capabilities.

Extreme's proven design and service methodology, combined with our dedicated vertical focus, has resulted in an NFL-leading solution. With over half of the NFL venues now utilizing Extreme technology, the Extreme solution is the fastest growing in pro sports. We are deeply invested in partnering with BCS Arena & Conference Center to offer the best, smartest, high-density connectivity solution, providing a meaningful, personalized, world-class experience for your fans and guests. Extreme's proven solutions will enable BCS Arena & Conference Center to accelerate your digital transformation, deliver a quality fan and guest experience that aligns with your goals, support your technology needs, and maintain your venues aesthetics.

The following provides a summary of our key differentiators as it relates to the high-density sports & public venues market.

Dedicated Sports & Entertainment Business Unit

As a leader in the sports & entertainment industry, Extreme is the only networking manufacturer with a dedicated venue-focused business unit. Through Extreme's vast experience in this industry, Extreme has found that each successful high-density Wi-Fi solution and team partnership requires a personalized approach. In 2012, during the completion of the first Extreme-lead venue installation with the New England Patriots, the organization established a dedicated Sports & Entertainment Business Unit to be exclusively focused on venue solutions including sales, marketing, technology, engineering, product management, and executive sponsorship to facilitate a hyper-focused approach for each unique venue. Extreme's dedicated Sports & Entertainment Business Unit has an average tenure of two decades at the company. The focus of Extreme's dedicated business unit allows Extreme to provide an unmatched understanding of venue-specific success factors.

Unlike other technology manufacturers who rely largely on systems integrators, Extreme's Business Unit is involved in every aspect of venue design, deployment, and support. The company goes to extreme lengths to support their customers and help ensure their success on game day and beyond. In fact, though Extreme's technology is exemplary, most customers cite Extreme's manufacturer-led hands-on approach to design and support as the prime differentiator of partnering with them. A list of references has been provided in our proposal, and we encourage you to speak with Extreme's customers directly.

Extreme has led the design, implementation and support for over 40 venues including the NCAA, NBA, NHL, MLB, MLS and the NFL. Extreme has earned the designation of the Official Wi-Fi Solutions Provider of the NFL and the Official Wi-Fi Analytics Provider of the NFL. For the past six consecutive years, Extreme has also been the Official Wi-Fi Analytics Provider of the Super Bowl. Through real world experience, Extreme has developed the expertise to handle the most demanding venue challenges. Their hospitality experience spans convention centers, theaters, hotels, casinos, vacation destinations, and outdoor venues including Wynn Resorts, Resorts World Las Vegas, Eldorado Resorts, and Bell Centre.

Proven, Purpose-Built and Future Proof Technologies

Extreme's solutions are purpose-built to work within the unique physical characteristics of arenas/stadiums and other large public venues. As the Wi-Fi industry shifts its focus to the newest industry standard, "Wi-Fi 6" (IEEE 802.11ax), Extreme is leading the charge. Extreme was first to market to launch the industry's first and only venue-ready Wi-Fi 6 portfolio, built off seven years of learned lessons

within venues. This product family has been specifically engineered from the chip-set to the outer-shell with venues in mind. It is the only such product in the industry built for venues and will ensure the longevity of the BCS Arena & Conference Center’s investment. This Extreme solution was designed to provide suitable network bandwidth for fans, game-day operations, public safety, and sponsor activation, while at the same time minimizing deployment impact on the building and venue operations staff.

Wi-Fi 6 marks the 4th evolution of venue design best practices at Extreme and coincides with availability of Wi-Fi 6 consumer mobile devices hitting the marketplace. Extreme’s Wi-Fi 6 offering is the only complete Wi-Fi portfolio that will ensure your venue is not caught having to do a premature Access Point refresh to keep up with consumer devices. The solution is designed to provide unrivaled connectivity in the most dense, challenging environments — meeting all the Wi-Fi demands of the BCS Arena & Conference Center.

Extreme is the Official Wi-Fi Solutions Provider of the NFL, delivering high-density Wi-Fi or Wi-Fi analytics solutions to 25 NFL teams, and during the past seven Super Bowls. Extreme’s solutions are deployed in professional sports venues around the world, and at more than 17,000 schools and 4,500 college campuses worldwide, powering digital education initiatives and enabling competitive esports programs. Extreme’s proven techniques and experience will ensure project success for the BCS Arena & Conference Center.

Extreme a “Game Changer” and Gartner MQ Leader

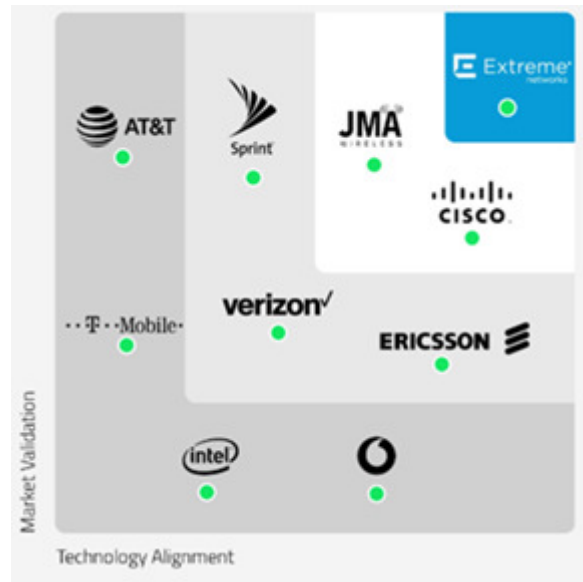
Extreme's superior technology has been consistently validated by third-party analysts including Sports Innovation Lab Power Play Index and Gartner.

“Game Changer” in Sports Innovation Lab Power Play Index

Extreme was ranked as the ONLY “Game Changer” in the inaugural Sports Innovation Lab Power Play Index for ‘Connecting’ sports venue and their fans, which charts the top 10 technology providers that offer network connectivity solutions. The new market assessment is built from evaluating market data from January 2019 to Dec. 2019. The research identifies technology companies that are best positioned to deliver connectivity for fans and network solutions for stadiums/arenas and entertainment venues. Extreme was ranked as the only Game Changer in the index.



The Power Play Index ranks companies in two categories: technology alignment and market validation. Technology alignment measures the "breadth and depth" of each company's solutions related to network technologies including 5G, DAS systems, Wi-Fi networks, and cellular networks. Market validation is determined by what leagues, venues, people, and partners each company is working with to deploy their technology.

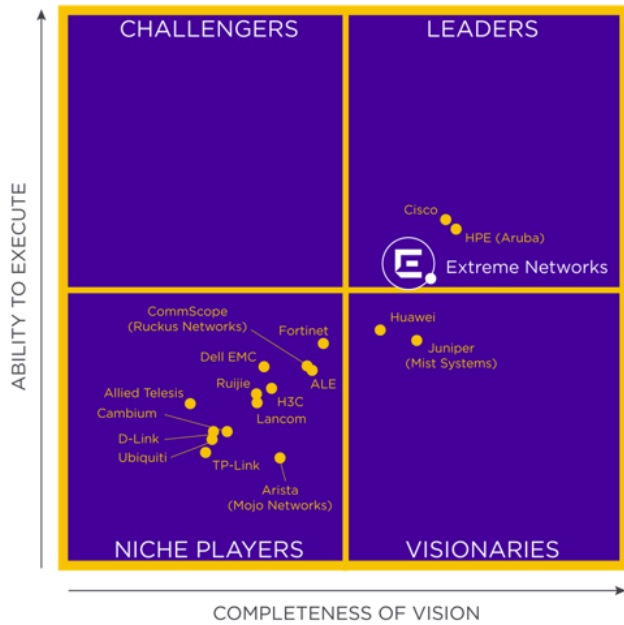


Extreme was identified as the highest-ranking company for each measure. Sports Innovation Lab focused specifically on the fan behavior "Connect" for this Power Play Index. Connective technology is required to ensure fans safely experience live sporting events in stadiums and venues. Cashless payments, touchless security and entry, digital signage, remote concession orders, and other features that will allow fans to feel safe returning to stadiums all require strong, stable networks to function.

Gartner Magic Quadrant Leader

Extreme was named a **Leader in the 2019 Gartner Magic Quadrant for Wired and Wireless LAN Access Infrastructure** for the second consecutive year. This trusted analyst report by Gartner evaluates a variety of enterprise LAN vendors. Gartner positions vendors in their respective quadrant based on their ability to execute and

2019 LAN/WLAN Magic Quadrant



their completeness of vision. According to Gartner, "A vendor in the Leaders quadrant will have demonstrated an ability to fulfill a broad variety of customer requirements through the breadth of its access layer product family. Leaders will have the ability to shape the market and provide complete and differentiating access layer applications, as well as global service and support. Leaders should have demonstrated the ability to maintain strong relationships with their channels and customers and have no obvious gaps in their portfolios."

Prior to being named a Leader in the Gartner Magic Quadrant for Wired and Wireless LAN Access

Infrastructure for the second consecutive year in 2019, Extreme was recognized in this report for three consecutive years.

We welcome you to [download Gartner's report](#) to see why Extreme has been positioned as a Leader.

2019 Gartner Peer Insights Customers' Choice

Extreme was named a **"2019 Gartner Peer Insights Customers' Choice"** for **Wired & Wireless LAN Networking** as well as for **Data Center**

Networking. The Gartner Peer Insights Customers' Choice distinction is based on feedback and ratings from end-user professionals who have experience purchasing, implementing and/or using the product or service. Gartner maintains rigorous criteria for the Peer Insights Customer Choice distinction. Vendors that are named demonstrate not only high ratings, but review coverage across industry verticals, company sizes and deployment regions.



Conclusion

Together, Synergetics and Extreme bring the industry's best tools, talent, and technology – with an unshakable commitment to helping the BCS Arena & Conference Center succeed in today's trying times. Extreme's proven venue technology and methodology – combined with our extensive experience with similar implementations, together with our best-in-class service – will deliver the very best Wi-Fi experience for fan and guest connectivity and other vital applications. We now welcome you to further review our proposal, which further details the strength and capabilities of our recommended solution.

Section 1: Statement of Qualifications and Experience

The purpose of this section is to evaluate the RFP recipient's credentials, capabilities and relevant experience against the requirements stipulated in this document.

1.1 Company Background

This section shall include background information about the RFP recipient, overview of its organization structure and shareholding status, description of its financial performance for the past 2-3 years, and other relevant information, as applicable.

Response:

Synergetics is the leading information technology services and consulting firm in the Southeastern US, providing technology solutions for education, government, healthcare, financial, manufacturing and business services industries.

Since 1992, we have worked with each of our customers to ensure every solution we design not only works for your current needs, but also gives you the ability to shape your technology as your organization grows and changes. For over 28 years, Synergetics has partnered with leading technology companies and manufacturers, providing customers cutting edge technology, extensive resources, and competitive pricing.

Synergetics is a full-service IT Design, Consulting, and Integration company dedicated to Customer Service. Synergetics provides technology solutions by building strong relationships with our customers and partners. Each project is evaluated for the customer's technology needs; we provide technology assessments, pre-project design and engineering services, project management, technology demonstrations, and technology consulting.

On the following page, please find an infographic demonstrating some of Synergetics' core capabilities:



Additional detail on each of these capabilities is found below:



Network Solutions - Network Assessments, Health Checks, Network Architectural Design, Deployment and Management, Servers, Switches, Network Security Hardware, Wireless Networking



IT Sales & Services -Computers, Printers, Scanners, Business Software, Desktop Software (Microsoft Office 365, Adobe), Security/Cybersecurity Software (Email Filtering, Anti-Spy), Backup/ Archive/Storage Software, Computer Components and Accessories



Network Maintenance –Managed Services (network support and management, remote network monitoring), Network Repair Service, Service Contracts (customized to your needed service level)



Unified Communications: VoIP Phone, Intercom, and Paging Systems – Design, Engineering, Installation and Continued Support for complete unified communication solutions. Mass Notification and Alert System Integration, Integration with Analog Systems



Security Solutions: IP Security Cameras, Digital Recorders, CCTV and Access Control – Consulting, Assessment, Deployment and Training for seamless integration of IP security solutions



Structured Cabling – Regions only in-house highly certified structured cabling installation team, installing: Category 5 Enhanced, Category 6, Category 6 Augmented, High Pair Count Copper or Fiber Optic Cabling



Professional Development & Technology Training – Technology Facilitator Services, Full and Half Day Professional Development Courses (CEUs or SEMI credits for full day and multi-day training courses)



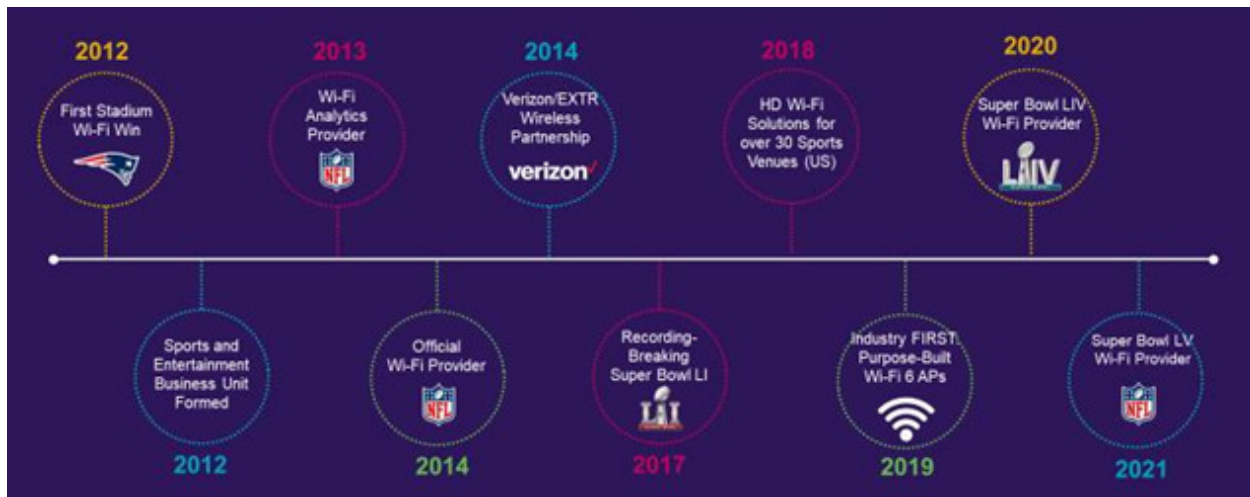
Interactive Classroom Solutions – Touchscreen Displays, Interactive Projectors, Virtual Reality Goggles, Chromebook and Tablet Storage and Charging Carts

Extreme Networks

Extreme is a technology innovator committed to making networking effortless – advancing how we live, work, and share. Founded in 1996, Extreme has close to 25 years of experience in the networking industry with a specialization in designing and supporting purpose-built high-density networking solutions for sports & public venues. With a culture of agility and innovation – from building the very first Gigabit Ethernet switch to being the first in the market to launch the industry’s first and only stadium-ready Wi-Fi 6 portfolio – Extreme has a history of anticipating the evolving client needs . Headquartered in San Jose, California, Extreme is a financially strong corporation with approximately 2,500 employees worldwide and backed by 9,000+ technology partners who share their vision.

Over 50,000 customers globally trust Extreme’s end-to-end, cloud-driven networking solutions and rely on their top-rated services and support to accelerate digital transformation efforts. Extreme’s customers include over half of the Fortune 50, but they continue to keep the qualities of a small company by remaining nimble and responsive to remain customer-focused. Extreme delivers innovative, cutting-edge technology and award-winning support to organizations including some of the world’s leading names in sports & public venues, hospitality, education, retail, healthcare, service providers, government, and manufacturing.

Sports & Entertainment Business Unit Milestones



1.2 Deployment Experience in Arenas, Stadiums, Large Sports and/or Event Venues

This section shall include details of any design and deployment experience at any arenas, stadiums, large sports and/or event venues in the U.S. and other countries. Previous experience is highly desirable.

Response:

Sports and entertainment venues around the globe have consistently turned to Extreme to provide connectivity solutions that improve operations and guest experience. Extreme is the Official Wi-Fi Solutions Provider of the NFL, delivering high-density Wi-Fi or Wi-Fi Analytics solutions to 25 NFL teams, and during the past seven Super Bowls. Extreme's solutions are deployed in professional sports stadiums around the world, and at more than 17,000 schools and 4,500 college campuses worldwide, powering many competitive esports programs. Extreme was also the first to deliver Wi-Fi 6 solutions across the NFL, MLS, and university stadiums, with customers including the NFL's Tennessee Titans, Seattle Seahawks, and Green Bay Packers; BBVA Stadium, home to Major League Soccer's Houston Dynamo and the National Women's Soccer League's Houston Dash; West Texas A&M University's Buffalo Stadium, Carnegie Stadium and Pavilion and The Arena at Leeds Beckett University and Orioles Park at Camden Yards. Additionally, Extreme's customers also include some of the largest hospitality venues in the world including convention centers, theaters, hotels, casinos, vacation destinations, and outdoor venues such as Wynn Resorts, Resorts World Las Vegas, Eldorado Resorts, and Bell Centre.

1.3 Staff Experience

This section shall include details regarding the related experience of the manufacturer and vendor team that is responsible for the design and implementation of the recommended solution.

Response:

Synergetics has done many implementations of full Extreme switches and wireless throughout many school districts and government agencies in Mississippi and Alabama. Our team of network engineers have the latest certifications and training in Extreme products. We work with Extreme sales managers and engineers on a close basis to ensure projects are completed correctly and to the customers expectations. We pride ourselves on the fact that all of our senior network engineers have been on staff for as long as we've partnered with Extreme Networks.

Extreme pushes the boundaries of technology in large public venues as the only networking manufacturer with a dedicated sports & public venue-focused business unit. This focus provides an unmatched understanding of venue-specific success

factors, and is demonstrated by hardware that is built specifically for the venue. Extreme’s dedicated Sports & Entertainment Business Unit has an average tenure of two decades at the company. Unlike other vendor, Extreme’s Business Unit rolls up their sleeves and gets involved in every aspect of venue design, deployment, a proven formula that has resulted in high customer satisfaction and the fastest growing solution in pro sports and some of the largest hospitality venues in the world calling themselves customers for life.

1.4 Other

Any other relevant information about the company and/or its capabilities and qualifications may also be provided:

Response:

Synergetics has been active in the E-rate program in the Southeastern US since the inception of the program though the Telecommunications Act of 1996. Synergetics has completed nearly \$100 million of successful E-rate projects in support of public schools and libraries in the Southeastern US. The table below show Synergetics activity in the E-rate program since the first round of funding in 1998.

Year	Requests	Pre-Discount	Requested	Committed	SLD Disbursements
2020	312	\$11,924,855.79	\$9,780,422.47	\$878,285.32	\$0.00
2019	180	\$8,825,095.06	\$7,110,853.80	\$2,742,740.74	\$480,801.96
2018	72	\$1,533,634.39	\$1,244,557.33	\$852,561.29	\$709,810.97
2017	112	\$3,541,671.07	\$2,800,132.14	\$1,717,240.23	\$1,641,775.59
2016	142	\$4,027,259.24	\$3,267,297.95	\$3,043,649.60	\$2,925,761.67
2015	144	\$6,605,601.30	\$5,484,270.08	\$5,289,711.83	\$4,985,056.11
2014	53	\$8,426,775.23	\$7,565,120.14	\$0.00	\$0.00
2013	73	\$3,945,937.73	\$3,530,343.23	\$0.00	\$0.00
2012	57	\$4,422,708.38	\$3,888,148.88	\$2,782,826.67	\$2,426,843.81
2011	77	\$4,183,254.63	\$3,649,323.17	\$2,249,429.45	\$1,969,597.93
2010	85	\$4,439,741.40	\$3,955,002.48	\$3,582,374.30	\$3,279,992.28
2009	89	\$2,460,650.23	\$2,192,259.06	\$1,878,529.84	\$1,695,584.10
2008	172	\$3,762,537.81	\$3,331,702.67	\$2,758,323.59	\$2,568,938.68
2007	144	\$3,243,307.17	\$2,834,005.59	\$2,125,570.64	\$1,962,776.83
2006	110	\$1,761,837.42	\$1,547,270.21	\$1,276,201.15	\$1,106,626.18
2005	140	\$1,883,534.34	\$1,631,411.55	\$1,442,949.63	\$872,049.81
2004	404	\$5,178,771.61	\$4,520,064.75	\$2,901,521.79	\$1,644,260.50
2003	463	\$7,159,477.30	\$6,346,057.83	\$5,368,085.29	\$3,511,066.20
2002	329	\$3,806,115.38	\$3,369,891.82	\$2,945,171.46	\$2,001,452.66
2001	256	\$4,508,134.56	\$3,827,159.08	\$2,466,096.12	\$1,641,438.44
2000	162	\$2,451,242.70	\$2,077,389.63	\$1,402,914.38	\$1,368,701.16
1999	157	\$1,077,913.40	\$910,906.56	\$906,618.06	\$896,258.53
1998	117	\$811,248.83	\$720,152.84	\$720,152.84	\$677,134.72
3,580	\$99,981,304.97	\$85,583,743.26	\$49,330,954.22	\$38,365,928.13	

Extreme Networks Sport and Entertainment was proud to recently announce Down to the Wire™, as an industry-first customer user group. Down to the Wire is a customer-lead user group where customers share ideas and lessons learned on the successes and failures on stadium technology implementation. We invite you to join at: <https://www.extremenetworks.com/down-to-the-wire/>.

Section 2: Product and Services Portfolio

The purpose of this section is to obtain information about Wi-Fi product and service offerings relevant to high-density arena deployments.

2.1 Product Description

This section shall include a brief list of the suite of products that are currently offered by the recommended manufacturer and supported by the vendor. Please limit this to no more than two pages.

Response:

One benefit to Extreme's venue-focus, is knowing you've invested in a prescriptive technology formula that promises success in your venue. While Extreme has a diverse technology portfolio for our diverse customer base, each venue runs on a consistent set of stadium products to drive consistent results across all our stadium customers. Following provides a brief overview of the overall Extreme Product Portfolio suited for our venue customers.

ExtremeSwitching™

- ▶ **Universal Hardware Platforms:** Extreme's newest switching line offers the most flexible switch offering available in the market. The universal hardware platforms come with a dual-persona capability allowing user choice of the switch operating system (OS). Either the ExtremeXOS® or VOSS persona can be enabled. With universal hardware, customers benefit from the ability to purchase a single hardware platform that can be leveraged across multiple use cases, such as stackable edge or fabric to the edge using the same hardware.
- ▶ **Stackable Switches:** Extreme offers a full range of stackable edge switch such the complete line of EXOS switches which are built on the ExtremeXOS modular operating system and includes next-generation Virtual Port Extenders.

ExtremeRouting™

- ▶ **Routers:** Extreme's Ethernet core and edge routers boost scalability and agility enabling an increase in programmatic control and traffic visibility. Their highly reliable and secure modular chassis, fixed form factor edge routers, and cloud-managed small to mid-enterprise SDWAN solutions meet the needs of every size organization.

ExtremeWireless™

- ▶ **Access Points:** Whether on-premise or cloud-managed Extreme offers a comprehensive portfolio of Wi-Fi 6 (802.11ax) access point options that support flexibility of deployment (indoor, outdoor, wall-plate, etc.).
- ▶ **Wireless Appliances:** Flexible options are available for hardware and virtual wireless appliances, as well as private cloud services complemented with simplified licensing and multiple choices for deployment to support both campus and distributed environments.
- ▶ **Wireless Security:** Extreme AirDefense simplifies the protection monitoring and compliance of the WLAN. The solution accurately detects wireless vulnerabilities and unusual network activity with a context-aware multidimensional detection engine to minimal false positive alarms.

ExtremeApplications™

- ▶ **Management and Visibility:** Extreme Management Center provides centralized visibility and control with of 360-degree view of the entire end to end network - for advanced single pane of glass management.
- ▶ **Security and Identity Control:** ExtremeControl delivers a set of management software tools that allow you to deploy and enforce granular role-based policies across the wired, wireless and data center network. As well as customize onboarding of guests and IoT devices easy and secure with predefined templates for non-IT personnel.
- ▶ **Analytics and Performance Management:** ExtremeAnalytics provides visibility into application use across the network, empowering IT to boost organizational efficiency, improve user experience and engagement, optimize application performance, and protect against malicious or unapproved system use.

More details can be found in the [Extreme Product Catalog](#).

2.2 Professional Services Description

This section shall include details regarding the manufacturer/vendor professional services offerings for Wi-Fi design, deployment, optimization, network management, and future upgrade capabilities. Please include a sample project timeline.

Response:

With over 40 high-density venues deployments completed, Extreme has a dedicated team within our global Professional Services team that is focused on unique implementation scenario of venue Wi-Fi. This team has curated a prescriptive process over the last eight years to focus on venue connectivity, and the members of that team have defined roles within each project. These roles were crafted, and are continually refined, to focus on critical success factors of each venue

project. When running the job descriptions in parallel, they are also designed to act as a system of checks and balances for common mistakes on venue projects. Below are the job descriptions for Extreme's Network Engineer, RF Engineer, and Project Manager.

Network Engineer

The Network Engineer role is critical to the success of the Extreme methodology. The Network Engineer's main role will be to ensure that the wired/software/backend infrastructure and network integration meets the required technical specifications of an Extreme Infrastructure deployment as well as all documented customer infrastructure requirements. The engineer will work closely with the Cabling and Construction Coordinator for proper network switch placement and the RF Engineer for wireless integration throughout the project. The engineer is responsible for all design, configuration, testing/verification and support of the Extreme wired/software/backend infrastructure solution and integration. This resource will report directly to the Extreme Project Manager as part of the Stadium implementation team and to the Extreme Professional Services Partner Manager for all non-implementation requirements.

Overall Project Responsibilities:

- Available throughout the duration of the installation as well as all live tuning exercises until system acceptance. System acceptance shall occur when the system has been installed to manufacturer and industry standards, all post-installation punch list items have been addressed to Owner's satisfaction and optimization testing has been completed.
- Coordinate with the Extreme Project Manager and RF Engineer throughout the entire project to ensure successful completion of all project requirements in relation to the wired/software/backend infrastructure implementation.
- Required to participate in all weekly status calls.
- Required to participate in all other scheduled and emergency meetings pertaining to the wired/software/backend infrastructure implementation.
- Regular interaction with the cabling contractor regarding wired switch locations & service.
- Knowledge transfer detailing installed solution to stadium IT team.

RF Engineer

The RF Engineer role is critical to the success of the Extreme methodology. The RF Engineer's main role will be to ensure that the Wi-Fi delivery meets the required technical specifications of an Extreme Wi-Fi deployment as well as all documented customer Wi-Fi requirements. The engineer will work closely with the Cabling and Construction Coordinator for proper access point/antenna placements and the Network Engineer for network integration throughout the project. The engineer is responsible for all design, configuration, testing/verification and support of the Extreme wireless solution. This resource will report directly to the Extreme Project Manager as part of the Venue implementation team and to the Extreme Professional Services Partner Manager for all non-implementation requirements.

Overall Project Responsibilities:

- Available for the duration of the installation, either onsite or remotely, as well as at all live tuning exercises until system acceptance. System acceptance shall occur when the system has been installed to manufacturer and industry standards, all post-installation punch list items have been addressed to Owner's satisfaction and optimization testing has been completed.
- Coordinate with the Extreme Project Manager and Network Engineer throughout the entire project to ensure successful completion of all project requirements in relation to the Wi-Fi implementation.
- Required to participate in all weekly status calls.
- Required to participate in all other scheduled and emergency meetings pertaining to the Wi-Fi implementation.
- Daily interaction with the cabling contractor regarding access point locations & service

2.3 Design and Dimensioning

This section shall include details regarding manufacturer/vendor credentials and past experience performing design and dimensioning exercise to facilitate high-density Wi-Fi deployment in sports venues, along with any suitable examples.

Response:

Synergetics has an RCDD on staff to plan and design the best layout for current and future needs of the arena. Our on-staff network engineers have the certifications and experience in large scale deployments and implementations. We also pride ourselves in the fact that all of our senior network engineers have been on staff since we first partnered with Extreme Networks.

Extreme combines experience and expertise in perfecting access point placement, design, and dimensioning for high-density Wi-Fi environments. As the Official Wi-Fi Provider of the NFL and the Official Analytics Provider of the NFL, Extreme's expertise and experience is trusted at the highest level. Super Bowl 54 in Miami's Hard Rock Stadium, an Extreme solution, this year recorded the most connected event in history.

When it comes to design, Extreme's engineers have precisely determined how many access points are required per section depending on a variety of factors. For BancorpSouth Arena, an overhead design will be utilized to precisely service fans using directional antennas placed above. Each access point is specifically placed and configured to service a given location in the arena providing consistent connection and user experience in each section. These same design principles for overhead design can be seen at venues such as PNC Arena, University of Pittsburgh's Peterson Event Center, as well as BlueCross Arena in Rochester, NY.

2.4 Optimization and Commercial Integration

Manufacturer/Vendor shall describe its capabilities and past experience for system optimization and performance acceptance to facilitate seamless integration to the commercial network. Thorough experience from large-scale Wi-Fi deployments in sports venues shall be considered a critical capability of the RFP recipient.

Response:

Synergetics' senior network engineers will work alongside of the Extreme Networks' senior network engineers to ensure the completed project meets and exceeds the expectations of the customer.

With Extreme's experience in NFL, MLB, NHL, NBA, and NCAA venues, Extreme's experience in large-scale and high-density deployments are extensive. For some venues, commercial integration means integration of Point of Sale and Ticketing Systems, while for others it allows them to register guests to the network for their users' identity. Many customer also leave the network open to prioritize ease of use and promote customer use. Prior to installation, a tenured Venue Wi-Fi Architect will work with BancorpSouth Arena & Conference Center to understand precisely the commercial needs for the venue. During the validation phase, Extreme engineers will configure, test, and tune each access point to precisely service the coverage area. Once all devices are mounted, Extreme has a two-part validation phase in which the RF environment is tested while the venue is empty and then compared to the results from testing while the arena is at capacity. After refining channel and

power settings, the venue is prepared to service every attendee with consistent user experience and reliability.

2.5 Maintenance Service and Event Support

Manufacturer/Vendor shall highlight their credentials and capabilities for ensuring fault-free, smooth maintenance of the deployed Wi-Fi network along with relevant examples.

Response:

Along with the services described in Section 2.2, Extreme has carefully refined the process for events support role called Game Day Support Engineer. This service is generally provided for the first two events to validate and tune the system during a live event with guests in the building. After validation, we can continue to provide these services onsite or remotely as a service for as many events as is desired. Extreme has provided this service package at hundreds of events including the last six Super Bowls. While this service package can certainly be customized, the typical responsibility for the Game Day Support Engineer are below:

- Prep game day staff, customer and Head Wi-Fi Coach on communication plans for each event
- Manage communications and escalations of network issues throughout each event
- Ensure game day reporting standards are met
- Debrief game day staff, customer and Head Wi-Fi Coach on the results of the game
- Document any issues that were identified during the game and report to the Project Manager
- Distribute post-game day summary documentation to the customer, game day support team and Extreme team. Including but not limited to OneView report summary, issues encountered, event attendance and summary of Wi-Fi Coach feedback.

Section 3: Technical Requirements

The purpose of this section is to obtain detailed technical information on your products and solution. The recommended solution shall be designed specifically to the requirements and needs of the arena as detailed in Part II Design Requirements. BancorpSouth Arena & Conference Center is interested in a high-density Wi-Fi 6 solution and requests pricing for the complete solution to be provided in Section 7. For each of the requirements below please respond with Comply or Does Not Comply and provide a supporting narrative response. If more than one product is being proposed, where applicable, please address the requirements below for each product quoted. BancorpSouth Arena & Conference Center will consider any vendor not responding to each requirement for all products quoted to be non-responsive.

3.1 High-Density Wi-Fi Solution

- Solution shall provide adequate Wi-Fi coverage and capacity to all users in all zones with the installation of private and public SSIDs, as stipulated in Part II Design Requirements.

Response: Comply. Our high-density design proposal provides connectivity throughout the venue including all seating sections and other major traffic areas with seamless roaming and secure onboarding. Venue-experienced design engineers combined with the purpose-built, flexible Wi-Fi technologies will meet the design requirements of BancorpSouth Arena & Conference Center.

- Please provide an overview of the architecture of the proposed Wi-Fi solution.

Response: Comply. The proposed Extreme Wi-Fi solution is purpose-built to work within the unique physical characteristics of arenas and other large public venues. The Extreme Campus Controller is a powerful orchestration platform, utilizing a field-proven architecture with the latest technology, the controllers embedded operating system supports application containerization technology enabling the expansion of capabilities by simply installing add-on container applications. This is coupled with Extreme's 802.11ax (Wi-Fi 6) Access Points (APs) delivering next generation mobility across your arena and conference center. The solution is ideally suited to handle the increased device density of today's venues while delivering a consistent experience to all users and devices. Powered by Extreme's WiNG 7 operating system, this legendary architecture places the intelligence at the edge where it unlocks the true capabilities and performance of 802.11ax, without bottlenecks and limits. Extreme's Wi-Fi 6 access points adapt seamlessly to the diverse needs of wireless users and IoT devices and are backwards compatible with all 802.11a/b/g/n/ac devices. ExtremeWireless APs work seamlessly with

Extreme’s access switching functions to fully automate the AP management providing Zero Touch provisioning to an Extreme Campus Controller. The solution also offers integration with Extreme Management Center for single pane of glass visibility and monitoring.

The ExtremeWireless system architecture is the most advanced and flexible solution on the market today. While, there are many compelling cloud offerings in the marketplace, including Extreme XIQ, none are proven scale for the local processing required for success in a venue. ExtremeWireless includes centralized intelligent wireless controllers and intelligent semi-autonomous APs. Extreme Campus Controllers will be centrally located with Extreme APs distributed throughout the network. Extreme Campus Controllers are designed to handle the high-density user/device environments of large public venues. They deliver seamless roaming with flexible hybrid traffic forwarding (centralized and distributed) and a high-availability architecture to ensure dependability and fault tolerance. The proposed solution includes redundant controllers for with automatic failover for high availability. Extreme Campus Controllers will be configured as "availability pairs" allowing both access point and client statistics to be available of both side of the high availability configuration. The system operates in a load-sharing model which provide backup for all of the access points in the network. The solution also simultaneously supports multiple topology modes including the ability tunnel traffic to the Extreme Campus Controller (Bridged@Controller) or locally switch traffic at the AP (Bridged@AP). Network administrators can select how traffic will be handled so that the WLAN infrastructure can adapt to business requirements and applications.

- Please detail key features and uniqueness of the solution along with competitive advantages over solutions from other vendors.

Response: Comply. As a leader in the sports & public venues industry, Extreme delivers secure, quality, connected in-venue experiences utilizing their purpose-built IT networking solutions and proven deploy methodologies for high-density venues. Key features of the proposed Extreme solution include:

- ▶ **Proven, Purpose-Built and Future Proof Technologies** – Extreme’s solutions are purpose-built to work within the unique physical characteristics of arenas and other large public venues. As evidence of Extreme’s pioneering approach to the venue market, Extreme was first to market to launch the industry’s first and only stadium-ready Wi-Fi 6

portfolio, built off seven years of learned lessons within venues. This product family has been specifically engineered from the chipset to the outer shell with venues in mind.

- ▶ **Strong Deep Packet Inspection (DPI) Capabilities** – ExtremeWireless APs support a flow-based architecture enabling deep packet inspection to be performed at the AP. This provides embedded visibility and control for thousands of applications, all without impacting AP traffic processing or sacrificing performance.
- ▶ **Centralized Infrastructure Management and Analytics** – A unique advantage of the Extreme technology is the ability to deploy meaningful policies across the entire network based on the person’s or device’s role within the venue (example - Media, Fan, POS). Centralized control and a 360-degree view across all users, devices, locations, apps, and wired/wireless networks ensures differentiated device provisioning, automated user onboarding, and seamless network provisioning.

Extreme’s technology is exemplary, most customers cite Extreme’s manufacturer-led hands-on approach to design and support as the prime differentiator of partnering with them.

3.2 Features and Minimum Capabilities

- Indoor and outdoor rated Access Points shall be Wi-Fi 6 (802.11ax) supporting 4x4 MU-MIMO and 4 spatial streams.

Response: Comply. All proposed Extreme Access Points support the latest Wi-Fi 6 (802.11ax) technology, supporting 4x4 MU-MIMO and 4 spatial streams per radio. Because many parts of the arena bowl are often subject to pressure washing, Extreme has proposed IP67 (water and dust resistant) Access Points (AP560) where appropriate, to ensure system longevity.

- Access Points shall be equipped with dual radios. Support for software configurable radios is a highly-desirable feature, please describe the radio capabilities of the proposed access points.

Response: Comply. The proposed AP510 and AP560 models are dual radio and can be configured to operate in several modes: Traditional dual radio 2.4GHz and 5GHz radio; 2.4GHz/5GHz sensor Radio 1 and 5GHz on Radio 2; and dual 5GHz radio, enabling network managers flexibility to provide the highest level of client performance based on your specific user environment.

- Access Point must support integrated Bluetooth radio for integration with IoT and guest engagement platforms.

Response: Comply. The proposed AP510 and AP560 models support integrated Bluetooth radio for guest engagement and analytics or supporting IoT connectivity with Thread™.

- Access Points must support WPA3 upgradeability to ensure maximum security protection.

Response: Comply. All proposed Extreme Access Points support the latest Wi-Fi Alliance WPA3 security standard delivering robust protections for users and IoT devices.

- Access Points shall support both internal and external antennas, with external antennas being used for aesthetic reasons (e.g., to hide the AP) or when a directional antenna is a necessity from a coverage/capacity perspective. Please describe the antenna options for the proposed access points.

Response: Comply. Extreme has a robust portfolio of enterprise class 802.11ax access points offering indoor and outdoor models with both internal and external antenna options to meet diverse deployment needs. The following access points are proposed, and all include internal antennas:

- Indoor **AP510i** includes an integrated omni directional antenna array with eight Wi-Fi internal antennas and one BLE internal antenna:
 - (4) Integrated dual band, 2.4-2.5 GHz and 5.1-5.8 GHz omnidirectional antennas
 - (4) Integrated single band, 5.1-5.8 GHz omnidirectional antennas
 - (1) Integrated single band, 2.4-2.5 GHz omnidirectional antennas for BLE
- Outdoor **AP560h** includes two software selectable internal antennas (30 and 70 degree directional antennas); this unique design enables a single mounting point and the ability to tune the signal beam width remotely
- Outdoor Access Points must have a minimum protection rating of IP67.

Response: Comply. The proposed AP560h outdoor APs have an IP67 rating to handle installations in harsh environments.

- Outdoor Access Points must operate in a temperature range of -40° F to + 131° F.

Response: Comply. The proposed AP560h outdoor APs supported operating temperature range is -40° F to + 131° F.

- Access Points must provide application-layer visibility and policy enforcement with no impact on Wi-Fi performance. Please describe the capability of the solution to support this requirement and detail any additional components required.

Response: Comply. The Extreme solution support extensive QoS and role-based policy capabilities that include application (Layer 7) rules. An application rule leverages the AP's DPI engine to detect the underlying application to which a frame or flow belongs. The rule then applies access control and quality of service actions to all the traffic associated with the application, not just traffic destined for specific IP addresses or ports. The control actions regulate both access control and traffic engineering (rate limit, marking, and prioritization) for applications and groups. Use case examples include:

- Identifying critical applications and assigning a higher priority and CoS value
- Blocking restricted web content
- Blocking or limiting peer-to-peer protocols to preserve bandwidth and flows for other applications
- Limiting bandwidth usage by non-business related traffic

The application policy rules are deployed on the APs for enforcement right where the traffic enters the network.

- Wireless Appliances must support flexible deployment options supporting both a centralized or distributed architecture.

Response: Comply. The system architecture of the ExtremeWireless solution supports centralized and distributed data forwarding with the ability to simultaneously supports multiple topology modes including the ability tunnel traffic to the Extreme Campus Controller (Bridged@Controller) or locally switch traffic at the AP (Bridged@AP). This adaptable architecture allows you to use the combination of traffic engineering that best meets the specific needs of your applications.

- Wireless Appliances must support high-availability. Please describe how this is accomplished and describe the cost for any extra licenses required for high availability.

Response: Comply. The proposed solution includes two E2120 controllers (aka: appliances) which support a High Availability feature to maintain service availability in the event of an outage of the controller or the link from the controller. The controllers are configured as "availability pairs" allowing both access point and client statistics to be available on both sides of the High Availability configuration. The system operates in a load-sharing model which provides backup for all access points in the network. In session availability mode (Figure 1), the wireless access points connect to both the primary and secondary controller. While the connectivity to the primary controller is via the "active" tunnel, the connectivity to the secondary controller is via the "backup" tunnel.

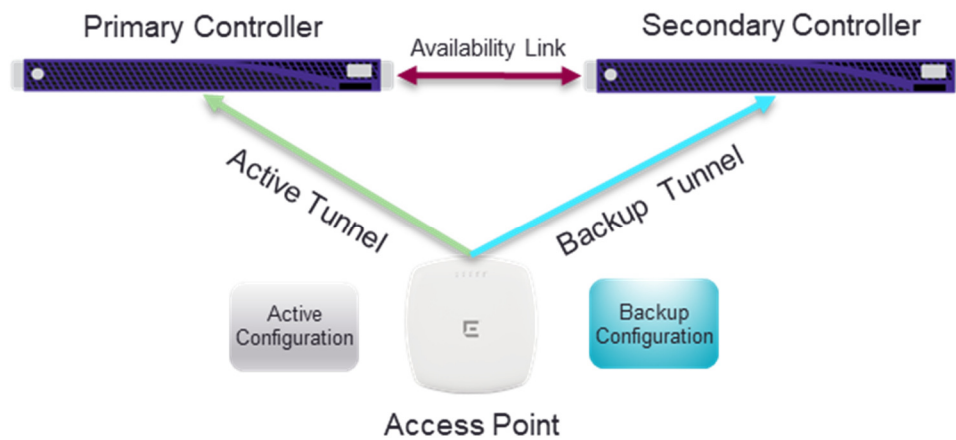


Figure 1 - Session Availability Mode

The following is the traffic flow of the topology illustrated in Figure 1:

- The access point establishes the active tunnel to connect to the primary controller.
- The controller sends the configuration to the access point. This configuration also contains the port information of the backup controller.
- On the basis of the backup controller port information, the access point connects to the backup controller via the backup tunnel.
- After the connection is established via the backup tunnel, the backup controller sends the backup configuration to the wireless access point.

- The access point receives the backup configuration and stores it in its memory to use it for failing over to the backup controller. During this entire time, the access point is connected to the primary controller via the active tunnel.

In session availability mode, the APs connect to both the primary and backup Extreme Campus Controller. While the connectivity to the primary Extreme Campus Controller is via the active tunnel, the connectivity to the backup Extreme Campus Controller is via the backup tunnel. The backup Extreme Campus Controller does not have to detect its link failure with the primary Extreme Campus Controller for the session availability to kick in. If the AP loses five consecutive polls to the primary Extreme Campus Controller either due to the Extreme Campus Controller outage or to connectivity failure, it fails over to the backup Extreme Campus Controller maintaining the user session.

Access Points can be split between each of the paired controllers, balancing the load between the two Controller while providing fail-over redundancy. The secondary controller is able to take over the full load enabling user sessions to continue uninterrupted. Importantly, Extreme's wireless solution does not require licenses to utilize the failover access point functionality so no additional licenses are required.

- Wi-Fi network shall be capable of loading balancing / band steering.

Response: Comply. Load balancing across clusters is performed at the AP level. High-availability can be configured for active-active, which evenly distributes AP loads across both controllers. Support is also provided for Client Balancing to distribute client traffic evenly between APs in the same device group. The APs within each group will manage the user traffic within that group.

Band Steering is supported and is intended to relieve congestion by encouraging dual-band client devices to use the higher capacity 5 GHz band. For Band Steering to work effectively, you will need to design the network for both 5 GHz and 2.4 GHz coverage. For networks where coverage quality differs between bands, we would recommend disabling Band Steering. Band Steering requires that the same SSID be present on both 2.4 GHz and 5 GHz radios.

- Wi-Fi network shall be capable of supporting VLAN Pooling to combine pre-existing small subnets into larger ones.

Response: Comply. VLAN Pooling is supported using VLAN Groups on the controller pair.

- Wi-Fi network shall be capable of supporting Proxy ARP.

Response: Comply. Proxy ARP is a supported feature of the access point and is configurable.

- Wi-Fi network shall support IEEE 802.11r and 802.11k.

Response: Comply.

- Wi-Fi network shall be equipped with suitable IDF switches and MDF LAN switches/routers to support the Wi-Fi network.

- **Response:** Comply. Leveraging a proven best practice design, we have recommended switches from the ExtremeXOS families of switches to meet the needs of the IDF and MDF LAN switches that will support the Wi-Fi network. The Extreme 5520-48W switches are proposed for the IDF; each switch provides 48x 10/100/1000Base-TX 802.3at (90W) PoE ports, 2x QSFP28 ports that can be used for stacking or Ethernet front panel ports*, and 1x VIM slot that can be populated with a variety of optional modules. Each IDF switch will be populated with 2x 10Gb SFP+ transceivers to connect to the MDF. Two Extreme **X590-24x-1q-2c** switches are proposed for the MDF; each switch provides 24x 1/10GbE SFP+ ports, 1x 10/40GbE QSFP+ (available in stack mode only), and 2x QSFP28 ports that can be configured to run at 10Gbps, 25Gbps, 40Gbps, 50Gbps, or 100Gbps data rates.

** Ethernet front panel QSFP28 data rate options per port with channelization are 4x 10Gb SFP+, 4x 25Gb SFP28, 1x 40Gb QSFP+, or 2x 50Gb.*

- Network shall be capable of implementing authentication and role-based policy features providing granular control over what a user/device has access to (e.g., fans, ticket scanners, media).

Response: Comply. The proposed Extreme solution is differentiated by a patented policy framework enabling unified network-wide application policy control and provisioning. Leveraging Extreme's role-based policy embedded within the proposed access points and switches users/devices can

be authenticated (via IEEE 802.1X, MAC address, or web authentication) and then assigned a pre-defined operational role that enables very granular control over what that user/device has access to. Roles provide four key policy features: traffic containment, traffic filtering, traffic security, and traffic prioritization.

Primary benefits of using Extreme's role-based policy in your network are provisioning and control of network resources, security, and centralized operational efficiency. Extreme's role-based policy provides for the provisioning and control of network resources by creating policy roles that allow you to determine network provisioning and control at the appropriate network layer, for a given user or device. Support for role-based policy provisioning and control at the edge of the network ensures that network traffic for key business or revenue generating purposes is prioritized over general use traffic and aids in meeting compliance obligations. Importantly, administrators can easily transition from basic VLAN and complex ACL deployments to Extreme's role-based policy framework in a seamless fashion, without the need to make changes to your RADIUS infrastructure

- Role-based policy capabilities must enable dynamic assignment of policy rules on a per user/device/application basis, not just to a specific SSID or VLAN.

Response: Comply. With Extreme's role-based policy each defined role is granted individualized access to specific network services and applications. These access privileges are not tied to a specific VLAN or SSID, they are associated with the user/device, and will remain associated with users/devices as they move throughout the network. The proposed ExtremeXOS switches support a Layer 7 policy feature which allows you to associate an application signature to a policy profile. ExtremeWireless adds Layer 7 visibility and control for over 3,000 applications, which is made possible through the flow-based architecture of the ExtremeWireless Access Points which allows them to perform deep packet inspection (DPI) without impacting AP traffic processing. This capability allows you to identify what applications are passing through the APs and then set controls to provide preference for critical business applications, and rate limit or deny non-revenue generating applications. Traffic can also be classified based on Layer 2/3/4 attributes which include: Source/Destination MAC address, IPv4 Source/Destination IP address, Source/Destination Layer 4 port, IPv4 Source/Destination socket (IP address + port), IP type, ICMP packet type & code, TOS/DSCP marking, 802.1p priority and Ethertype.

- Network shall be capable of tracking the usage patterns and gathering analytics related to consumer/fan behavior and application usage to aid the arena marketing team.

Response: Comply. The Extreme solution utilizes the network devices deployed in the infrastructure for gathering intelligence as part of overall analytics. All recommended Extreme switches support the Application Telemetry feature, providing valuable analytic information without the need for standalone sensors or collectors. Application Telemetry leverages the switches embedded sFlow support and ACL based mirroring to feed information to the ExtremeAnalytics Engine for analysis, providing granular end-to-end insights to the applications traversing the network. The recommended Extreme APs leverage Extreme’s flow-based architecture enabling deep packet inspection (DPI) to be performed at the AP for granular Layer 7 application visibility and control. The embedded DPI engine in the APs can detect and identify thousands of applications in real time and report the information to ExtremeAnalytics. Leveraging embedded capabilities of the proposed Extreme infrastructure enables BCS IT to obtain contextual data about your applications at unprecedented scalability and without performance degradation. ExtremeAnalytics combines these flow-based details with a rich set of application fingerprint techniques to detect and measure on-premise applications (SAP, SOA traffic, Exchange, SQL, etc.), public cloud applications (Salesforce, Google, email, YouTube, P2P, file sharing, etc.), and social media applications (Facebook, Twitter, etc.). ExtremeAnalytics can identify more than 2,300 applications and includes more than 10,000 behavioral detection-based fingerprints to ensure that even applications that attempt to conceal themselves, such as P2P, are detected appropriately. A real-time dashboard gives you a view of all applications across locations and your entire wired and wireless network.

- Please provide Mean Time between Failures (MTBF) for individual network elements.

Response: Comply. Extreme publishes MTBF values online for all of their products; this information is provided below and is also accessible at: <https://www.extremenetworks.com/support/mean-time-between-failures/>.

Product	MTBF (calculated @25°C)
AP510i	322,164 hours
AP560h	313,544 hours

E2120	50,859 hours
5520-48W	TBD
X590-24x-1q-2c	435,074 hours

- Access points should offer flexible mounting options (example under seat mounting).

Response: Comply. Extreme offers flexible mounting options for all of their access points. The outdoor AP560 series delivers flexible deployment options—from under-seat-mounted, to pole-mounted, to APs with software selectable antennas—to ensure an exceptional mobile experience throughout the entire stadium. The proposed AP560h features an integrated 30/70-degree software definable antenna, this allows for a single mounting point and tuning the signal beam width without needing to re-deploy ladders and lifts. This all-in-one unit has a distinct deployment advantage over competitive solutions in that no external cables are required to attach separate antennas. Various outdoor mounting brackets are available to support multiple mounting methods; the proposed solution includes the articulating mounting bracket (Part # MBO-ART02). The indoor AP510 comes with a Main Mounting Bracket (Part # 37201) that can be used to mount the AP on flat surfaces (e.g. dry/wood wall or a solid flat ceiling) or a suspended/drop ceiling with a flat t-bar and no ceiling tile protrusion. Various optional mounting brackets are also available to support alternative mounting methods including to a beam, junction box, or protruded ceiling with varying width t-bars.

Section 4: Design Methodology

The purpose of this section is to obtain information about your design methodology relevant to high-density arena deployments to meet our current and future needs. Please include specific details regarding the following subjects:

4.1 AP Placement Philosophy

This section shall include details on manufactures/vendors recommendations for the placement of APs.

Response: In the high-density seating bowl, proper placement and directionality of antennas is paramount to successfully balancing the coverage and capacity requirements of the venue. In areas visible by patrons, we strongly consider architectural surroundings and blending with the physical environment. The directional antennas required are comparable in shape and size to many DAS antennas on the market. We commit to work with BancorpSouth Arena to ensure the most appealing placement without sacrificing Wi-Fi delivery.

Using the information supplied by the RFP and vendor walkthrough, we determined the viability of overhead mounting locations. The distance to the overhead mounting locations was calculated at range of maximum of approximately 50 feet from the coverage areas. Mounting real estate is often a premium and this opportunity presents a viable and more affordable method to cover portions of the seating bowl space with purposeful directional antenna.

4.2 Roaming Behavior

This section shall include details on manufacturers/vendors methodology for roaming.

Response: Our high-density design proposal provides connectivity throughout the venue including all seating sections and other major traffic areas with seamless roaming.

4.3 Delivery Methodology

This section shall include details on manufacturers/vendors methodology and approach to delivering a solution for BancorpSouth Arena and Conference Center.

Response: Our process is a repeatable one that we typical use when approaching any arena project. These steps can be summarized as follows:

- Preliminary Site Assessment
 - ✓ Site walk
 - ✓ Photographs
 - ✓ Floor plan review
 - ✓ Identify AP mounting point “opportunities”

- Statement of Work development
 - ✓ Extended facility survey for Wi-Fi validation
 - ✓ Final AP mounting points determined
 - ✓ Cable paths finalized
 - ✓ IDF closets and equipment infrastructure
 - ✓ Backend Wi-Fi services and environment detailed

- Statement of Work Acceptance
 - ✓ Responsibilities and Services detail
 - ✓ Project Deliverables
 - ✓ Acceptance Criteria

Using this approach ensures complete delivery of our goals of providing a high-density Wi-Fi system to all users at BancorpSouth Arena and Conference Center.

4.4 Physical Arena Survey

This section shall include details on manufacturers/vendors recommendation and approach to performing a physical arena survey.

Response: As detailed in the section 4.3, Extreme strongly encourages a design survey to finalize coverage and penetration parameters for the intended wireless equipment. Furthermore, during post-installation testing and validation, additional site survey work is required to properly tune the access point positioning and radio power parameters.

4.5 Other Relevant Information

This section shall include any additional information you feel is relevant for us to understand your design methodology.

Response: Architecting a solution to meet the needs of BancorpSouth Arena and Conference Center requires careful consideration of the property's current needs and future events. Through our experience in delivering Wi-Fi networks in high-density venues, we have learned that it is simply not enough to blanket the airspace with a Wi-Fi signal. Success requires careful consideration of the physical structure, knowledge of typical capacity and application use in each area of the venue, and desired service delivery. Those local variables are then aligned to the framework of today's 802.11 radio signaling and Wi-Fi propagation standards. Our goal is to exceed service delivery expectations, while keeping in perspective that a great user experience is the ultimate testament to a successful high-density Wi-Fi deployment in an arena. Achieving these goals requiring advanced services and application delivery is tantamount to designing and building a solid foundation. These principles have been applied to the very design solution presented herein.

Section 5: Design

The purpose of this section is to obtain information about your recommended design with clear details on how the solution is relevant to our high-density arena deployment. Please include specific details regarding the following subjects:

5.1 Design Overview

This section shall include a description of recommended solution. Please provide necessary technical information regarding each network element as well as ancillary products necessary for end-to-end Wi-Fi network deployment in BancorpSouth Arena & Conference Center. This section shall include the recommended products clearly highlighting their features and capabilities, as well as use cases (i.e., suitable deployment scenarios).

Response: The recommended solution and preliminary high-density 802.11ax wireless design for BancorpSouth Arena & Conference Center has been developed based on a proven manufacturer-lead design methodology. Our recommended solution incorporates a fault tolerant, highly resilient network to service the high-density Wi-Fi. The applications, service delivery, network monitoring, and reporting is provided through a single management interface, with a single database, using the Extreme Management Center application suite. The recommended solution has been successfully deployed in multiple venues similar in the size and scale of BancorpSouth Arena & Conference Center.

Wireless System

Extreme Campus Controller (XCC)

Two E2120 XCC appliances will be used to provide WLAN management and support for the access points. Each E2120 appliance can support 2,000 access points in standard mode (4,000 access points in fail-over mode) and 16,000 clients (32,000 clients in fail-over mode). The E2120 has 2 x SFP+ ports (capable of 1/10Gbps) and 2 x 1 Gbps ports. Each appliance is equipped with redundant internal power supplies.

Overhead Wi-Fi 6 Access Points

The AP560h access point is proposed for all overhead catwalk and rigging areas. The AP560h is part of the 560 series platform, leveraging the latest Wi-Fi 6 technology. The AP560h streamlines the deployment process with an integrated 30/70 degree software definable antenna. This means a single mounting point and tuning the signal beam width without needing to re-deploy ladders and lifts.



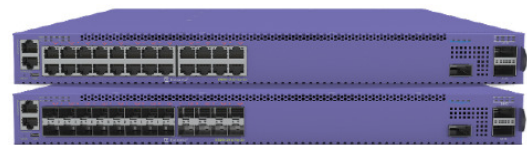
Indoor Wi-Fi 6 Access Points

The AP510i is proposed for all other areas, such as back of house, offices, conference and services level areas. The AP510i was the basis for the AP560 development and shares the Wi-Fi 6 performance characteristic in an indoor form factor. The AP510i comes with an integrated omni directional antenna array. Similarly, as with the 560 series, the AP510 series also includes a Bluetooth Low Energy (BLE).



Core (MDF)

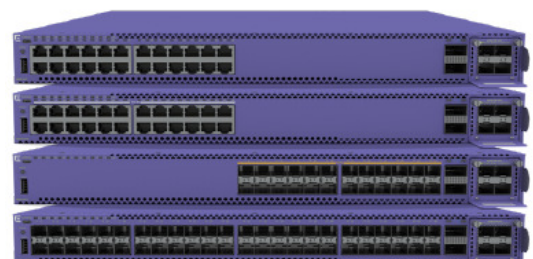
The core network switches consist of two **X590** switches to service the IDF closets and ancillary spaces with redundant 10 Gigabit Ethernet (GbE) uplinks. Each switch comes with 24 line-rate 10Gbps SFP+ ports and two QSFP28 ports.



The X590 core will be interconnected via dual 100Gbps inter-switch links using direct attach cables. Each switch will be configured with hot swappable redundant power supplies and fans. The switches will be configured with Multi-Switch Link Aggregation (MLAG) and Virtual Redundant Routing Protocol (VRRP) to provide link and Layer 3 redundancy. MLAGs improve network resiliency, in part by routing network traffic around bottlenecks, reducing the risks of a single point of failure, and allowing load balancing across multiple switches. All switches run a common operating system, ExtremeXOS, insuring ease of use. Each side of the MLAG will be configured with a virtual chassis to allow future port expansion if needed.

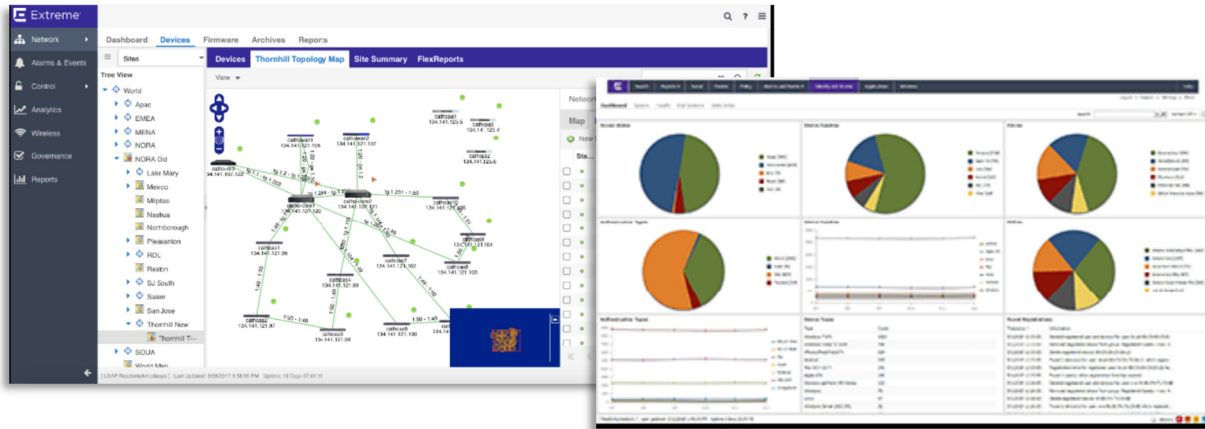
IDFs

All IDF closets will be dual homed between physical cores using Layer 2 Link Aggregation protocols (LACP) delivering a simple fault tolerant design. The IDF closets are designed using the Extreme **5520-48W** switches are proposed for the IDF; each switch provides 48x 10/100/1000Base-TX 802.3at (90W) PoE ports, 2x QSFP28 ports that can be used for stacking or Ethernet front panel ports (data rate options per port with channelization are 4x 10Gb SFP+, 4x 25Gb SFP28, 1x 40Gb QSFP+, or 2x 50Gb), and 1x VIM slot that can be populated with a variety of optional modules. Each IDF switch will be populated with 2x 10Gb SFP+ transceivers to connect to the core.



Network Management

The network will be managed and monitored using the Extreme Management Center software suite. Extreme Management Center uses a combination of SNMP polling and CLI scripts to provide detailed reporting on the state of the network. Both wired and wireless networks are monitored using the same application and share a common global database. Extreme Management Center will be configured to automatically backup all LAN switch and WLAN configurations and is a central repository for firmware distribution. End systems (wired or wireless) can be located and pertinent connectivity statistics can be viewed. For example, if the client is connected via a wireless connection the end systems RSSI, current access point and connected operating system can be viewed.



5.2 Access Point Placement and Antenna Positioning

This section shall include details on manufacturers/vendors recommendation of the placement of access points to ensure capacity and coverage. Also detail any recommendation for antenna positioning.

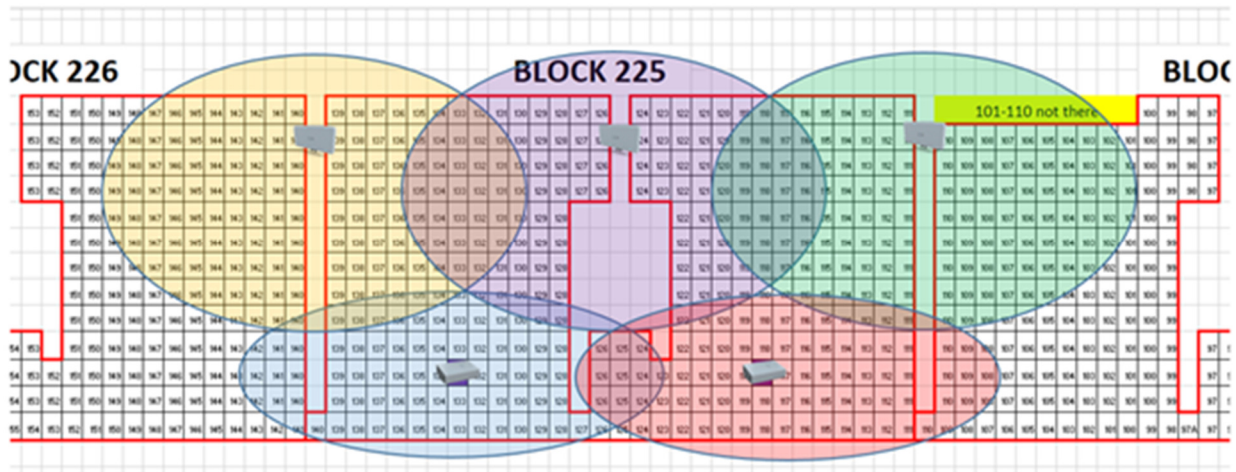
Response: Placement of access points requires a multi-step process of accessibility, best practices and validation. Extreme’s proposal is designed to support high-density seating sections and support for density on the arena floor for concerts. Highly directional access points will be mounted on the I-beam structure directly below the ceiling and overhead from the fans. Conduit housing cabling will provide data and power to the access points and will terminate to a network closet (IDF) nearby. Each access point will be angled toward a seating section and coverage area below and specifically designed to cover a given number of seats ensuring that each fan has a consistent user experience.

5.3 Wi-Fi Capacity

This section shall include manufacturers/vendors recommendation on Wi-Fi Capacity for the proposed solution.

Response: The distance or reach for a client to communicate to an access point radio is between 50-75ft; limited by the power output of the handheld device. The effective operational distance is further impacted by environmental noise, CCI, client capacity, and FSPL (Free Space Path Loss).

Using an intentional coverage model, overhead directional antenna will be used to deliver a high-density capacity model as opposed to a traditional coverage model. To accomplish this, directional antenna, set to 30 or 70 degrees, will be provisioned to deliver Wi-Fi coverage to finite seating areas.



5.4 Wi-Fi Inventory by Level

This section shall include details on the recommended solution and antennas for each Area/Level of the arena.

Response: Recommended AP for each area of the arena are detailed in the table below.

Design Inventory by Level						
Location	Description	AP510i Indoor Internal	AP560i IP67 Omni	AP560h IP67 30/70		Total Access Points
Arena Bowl	Complete Arena Seating including Floor			45		= 45
Concourse	Indoor concourse spaces	25				= 25
Conference Area	Indoor conference areas	40				= 40
Stage Area	Stage and back of house coverage	29				= 29
Upper Lobby	Lobby Entrances	8				= 8
						=
Spares		2	2	2		= 8
Totals:		104	2	47		= 155

5.5 Advanced Functionality and Key Differentiators

This section shall include details on the advanced functionality and key differentiators of the recommended solution.

Response: As a leader in the sports & public venues industry, Extreme delivers secure, quality, connected in-venue experiences utilizing their purpose-built IT networking solutions and proven deploy methodologies for high-density venues. Key features of the proposed Extreme solution include:

- ▶ **Proven, Purpose-Built and Future Proof Technologies** – Extreme’s solutions are purpose-built to work within the unique physical characteristics of arenas and other large public venues. As evidence of Extreme’s pioneering approach to the venue market, Extreme was first to market to launch the industry’s first and only stadium-ready Wi-Fi 6 portfolio, built off seven years of learned lessons within venues. This product family has been specifically engineered from the chipset to the outer shell with venues in mind.

- ▶ **Strong Deep Packet Inspection (DPI) Capabilities** – ExtremeWireless APs support a flow-based architecture enabling deep packet inspection to be performed at the AP. This provides embedded visibility and control for thousands of applications, all without impacting AP traffic processing or sacrificing performance.
- ▶ **Centralized Infrastructure Management and Analytics** – A unique advantage of the Extreme technology is the ability to deploy meaningful policies across the entire network based on the person’s or device’s role within the venue (example - Media, Fan, POS). Centralized control and a 360-degree view across all users, devices, locations, apps, and wired/wireless networks ensures differentiated device provisioning, automated user onboarding, and seamless network provisioning.

Furthermore, Extreme is the only networking manufacturer with a dedicated venue-focused business unit which is involved in every aspect of venue design, deployment, and support. In fact, though Extreme’s technology is exemplary, most customers cite Extreme’s manufacturer-led hands-on approach to design and support as the prime differentiator of partnering with them.

5.6 Other Relevant Information

This section shall include any additional information you feel is relevant.

Response: As part of the focus on Sports and Entertainment, Extreme Networks maintains a Partner ecosystem of strategic technology providers affiliated with venues. These relationships help ensure the current venue design standards stay compatible with major stadium providers for ticketing, point of sale, venue marketing and management organizations. It also includes technology integration with leading mobile application developers and captive portal providers that complement the High-Density Wi-Fi Network. Extreme’s experience in Sports and Entertainment has assisted venue’s by introducing relationships to accelerate their digital transformation and mobile adoption rates for guests and conference center attendees.

Section 6: References

The purpose of this section is to obtain information about your past experience in deploying high density Wi-Fi solutions. Provide customer reference information for at least five customers; these should be customers of a similar industry to BancorpSouth Arena & Conference Center, at whose site the vendor has installed a similar solution (similar in size, scope, or technology). Please provide Contact Name, Company Name, Physical Address, Contact Phone Number, and Contact E-mail Address (if available).

Response:

Extreme has a proven track record in sports organization venues, providing the best high-density Wi-Fi solutions, along with intelligent Wi-Fi analytics technology based on the ExtremeAnalytics platform. Extreme is the *Official Wi-Fi Solutions Provider of the NFL* as well as the *Official Wi-Fi Analytics Provider of the NFL*. Extreme has also delivered wired and Wi-Fi connectivity or Wi-Fi analytics solutions to 24 NFL stadiums, including the past six Super Bowl venues.

The following organizations would be glad to speak to you regarding their Extreme solution.

Customer	Contact Information
Fred Kirsch, New England Patriots VP Digital Content	(508) 384-4380 FredK@patriots.com
Russ Hudson, Tennessee Titans Director Information Technology	(615) 565-4051 RHudson@Titans.nfl.com
Chip Suttles, Seattle Seahawks Vice President Technology	(425) 203-8009 ChipS@seahawks.com
Jake Kiser, Cincinnati Bengals Senior Director of Technology	(513) 455-8336 Jake.Kiser@Bengals.NFL.Net
Roy Sommerhof, Baltimore Ravens VP of Stadium Operations	(410) 986-5220 Roy.Sommerhof@ravens.nfl.net
Kenny Ansel, Green Bay Packers	(920) 569-7372

Director of Information Technology	AnselK@packers.com
<i>New Contact TBD, Buffalo Bills, Buffalo Sabres & BlueCross Arena</i>	TBD
Glenn Johnson, Carolina Hurricanes VP of Information Technology	(919) 467-7825 glennj@carolinahurricanes.com
James Hammond, Carolina Panthers Director of Information Technology	(704) 358-7483 James.Hammond@Panthers.NFL.com
Michael Webb, Jacksonville Jaguars Director of Information Technology	(904) 633-6000 ext.6532 webbm@nfl.jaguars.com
Jeff Schmitz, Houston Texans Senior Director of Information Technology	(832) 667-2000 jschmitz@houstontexans.com
Sam Hart, Tampa Bay Buccaneers Director of IT	(813) 870-2700 x1342 shart@buccaneers.nfl.com
Seth Graham, Pittsburgh Panthers Assistant Athletic Director for Information Technology	(412) 648-8246 sgraham@athletics.pitt.edu
Joe Curbelo, Miami Dolphins Director of Technology Services	(305) 943-6586 JCurbelo@dolphins.com
Matt Vincent, University of Florida Athletic Assoc. Director of Information Technology	(352) 692-6114 MattV@gators.ufl.edu
Bob Hartland, Baylor Bears Director of IT	(254) 710-1011 bob_hartland@baylor.edu

We also encourage you to read about additional **Extreme Sports and Public Venues Case Studies** found in the All Resources section of:

https://www.extremenetworks.com/resources/?industries%5B%5D=58&types%5B%5D=case_study.

Section 7: Pricing

City of Tupelo - Bancorp South Arena & Conference Center				
QTY	Part #	DESCRIPTION	UNIT PRICE	EXT. PRICE
<i>Wireless Controller</i>				
2	30138	ExtremeCloud Appliance E2120 – expandable to 2,000 APs	\$ 12,537.44	\$ 25,074.88
2	30527	1100W Redundant Power Supply for E3120	\$ 188.05	\$ 376.10
4	5601313-U1	USA, Cord, NEMA 5-15, C13 (Cable)	\$ 10.61	\$ 42.44
2	30323	ExtremeCloud Appliance - Physical appliance Activation Key	\$ 0.71	\$ 1.41
1	XCC-ORC-P-100	Permanent license for 100 APs	\$ 4,573.17	\$ 4,573.17
2	XCC-ORC-P-25	XCC 25 Dev Adoption Perm License	\$ 1,143.29	\$ 2,286.59
4	10GB-C03-SFPP	SFP+ Pluggable Copper Cable 3M	\$ 64.02	\$ 256.10
<i>Management</i>				
1	NMS-ADV-25	XMC Advanced 250 Device/ 250 AP's	\$ 9,144.51	\$ 9,144.51
<i>Access Points and AP Drops</i>				
47	AP560H-FCC	Access Point With Intergrated External Directional Antenna	\$ 1,398.29	\$ 65,719.76
45	EIO-03-SP	Cable protection cover	\$ 37.32	\$ 1,679.27
45	MBO-ART02	Articulating bracket	\$ 83.05	\$ 3,737.20
104	AP510I-FCC	Dual Radio 80 2.11ax/ ac/ abgn, 4x4:4 MIMO Indoor 11ax access point . Internal Antenna	\$ 568.54	\$ 59,127.80
147	C-CAT6SINGLAPDROP	Single Cat 6 Access Point Network Drop	\$ 65.00	\$ 9,555.00
10	PS-ESU-1	EXTREME SERVICE UNITS, SINGLE	\$ 2,537.05	\$ 25,370.52
<i>Network Switches</i>				
2	16790	ExtremeSwitching X590 base unit with 24 1Gb/10 Gb SFP+ ports, 1 10Gb/40Gb QSFP+ port, 2 10Gb/25Gb/40Gb/50Gb/100Gb capable QSFP28 port s, 2 unpopulated power supplies slot s, 4 unpopulated fan module slot s	\$ 4,577.20	\$ 9,154.39
8	17115	Fan module, Front to Back airflow	\$ 111.59	\$ 892.68
4	10960	770W AC power supply, Front-to-Back airflow	\$ 265.61	\$ 1,062.44
2	16795	ExtremeSwitching X590 ExtremeXOS Core license upgrade from Advanced Edge	\$ 948.29	\$ 1,896.59
4	10099	Power Cord	\$ 10.61	\$ 42.44
2	10411	100Gb, QSFP28-QSFP28 Direct attach passive copper cable, 1m	\$ 132.44	\$ 264.88
8	10302	10Gb, 10GBASE-LR, 10km	\$ 812.20	\$ 6,497.56
4	5520-48W	48 x 10/100/1000BASE-T 802.3bt 90W PoE ports, includes 2 x Stacking/QSFP28 ports, 3 fan modules, 1 VIM slot	\$ 3,181.10	\$ 12,724.39
4	10941	1100W AC PSU FB	\$ 471.95	\$ 1,887.80
4	10099	Power Cord, 13A, USA, NEMA	\$ 10.61	\$ 42.44
8	10302	10Gb, 10GBASE-LR, 10km	\$ 812.20	\$ 6,497.56
<i>Fiber</i>				
375	C-W3006NG-01	Superior Essex 6 Strand OM3 MM Fiber I/O Rated	\$ 0.65	\$ 242.31
2	C-RS1-QTR	Superior Module 12/24 Port Wall Mount LIU	\$ 146.00	\$ 292.00
2	C-APL-QTR-DL50L	Quiktron Q-Series 12-Strand, LC Duplex, PB Insert, MM Aqua LC Panel	\$ 32.00	\$ 64.00
12	C-LCS-OM4-UPC-09	ilsentech OM3 LC Connectors	\$ 45.00	\$ 540.00
2	C-LC-LC-1M-OM3-FIBERPATCH	1 Meter 10G LC/LC Duplex 50/125 Multimode Fiber Optic Patch Cable	\$ 21.00	\$ 42.00
0	C-MISCFIBERMATERIALS	Miscellaneous Fiber Materials for Pole Installations	\$ 25.00	\$ -
2	10301	Extreme SR SFP module	\$ 475.61	\$ 951.22
TOTAL OF PARTS				\$ 250,039.43
1	SERV-NETWORK05	Configuration of Switches and Wireless	\$ 3,380.00	\$ 3,380.00
1	SERV-CABLING04	Installation of Network Cabling and Access Points	\$ 19,175.00	\$ 19,175.00
1	SERV-MAINTENANCE01	24 Days of Support	\$ 19,200.00	\$ 19,200.00
TOTAL OF LABOR				\$ 41,755.00
GRAND TOTAL				\$ 291,794.43

Location	Quantity	Part Number	Description
<i>WLAN Controller</i>			
	2	30138	ExtremeCloud Appliance E2120 – expandable to 2,000 APs
	2	30527	1100W Redundant Power Supply for E3120
	4	5601313-U1	Power Cord
	2	30323	ExtremeCloud Appliance - Physical appliance Activation Key
	1	XCC-ORC-P-100	Permanent license for 100 APs
	2	XCC-ORC-P-25	XCC 25 Dev Adoption Perm License
	4	10GB-C03-SFPP	SFP+ Pluggable Copper Cable 3M
<i>Management</i>			
	1	NMS-ADV-25	XMC Advanced 250 Device/ 250 AP's
<i>Core Switch</i>	2	16790	ExtremeSwitching X590 base unit with 24 1Gb/10 Gb SFP+ ports, 1 10Gb/40Gb QSFP+ port, 2 10Gb/25Gb/40Gb/50Gb/100Gb capable QSFP28 port s, 2 unpopulated power supplies slot s, 4 unpopulated fan module slots
	8	17115	Fan module, Front to Back airflow
	4	10960	770W AC power supply, Front-to-Back airflow
	2	16795	ExtremeSwitching X590 ExtremeXOS Core license upgrade from Advanced Edge
	4	10099	Power Cord
	2	10411	100Gb, QSFP28-QSFP28 Direct attach passive copper cable, 1m

	8	10302	10Gb, 10GBASE-LR, 10km
<i>IDF Closets</i>			
	4	5520-48W	48 x 10/100/1000BASE-T 802.3bt 90W PoE ports, includes 2 x Stacking/QSFP28 ports, 3 fan modules, 1 VIM slot
	4	10941	1100W AC PSU FB
	4	10099	Power Cord
	8	10302	10Gb, 10GBASE-LR, 10km
<i>Arena Bowl</i>			
	45	AP560h-FCC	Access Point with Integrated External Directional Antenna
	45	EIO-03-SP	Cable Protection Cover
	45	MBO-ART02	Articulating Bracket
<i>Concourse</i>			
	25	AP510i-FCC	Dual Radio 80 2.11ax/ ac/ abgn, 4x4:4 MIMO Indoor 11ax access point . Internal Antenna
<i>Conference Area</i>			
	40	AP510i-FCC	Dual Radio 80 2.11ax/ ac/ abgn, 4x4:4 MIMO Indoor 11ax access point . Internal Antenna
<i>Stage Area</i>			
	29	AP510i-FCC	Dual Radio 80 2.11ax/ ac/ abgn, 4x4:4 MIMO Indoor 11ax access point . Internal Antenna
<i>Upper Lobby</i>			
	8	AP510i-FCC	Dual Radio 80 2.11ax/ ac/ abgn, 4x4:4 MIMO Indoor 11ax access point . Internal Antenna

Appendix A – Data Sheets

Please see the following URLs for Data Sheets on the proposed Extreme solutions.

ExtremeWireless AP 510i/e: <https://cloud.kapostcontent.net/pub/7a4866d1-4159-4610-99c1-b950e85317a1/ap510-data-sheet?kui=98OIHzxI2sMxLtQR0ZjUaQ>

ExtremeWireless AP560: <https://cloud.kapostcontent.net/pub/cac96f32-5940-4975-b4dd-8cf625bd0a65/ap560-datasheet?kui=71tWW8LDUE7nEyOEQsnHmw>

ExtremeWireless Appliances: <https://www.extremenetworks.com/product/wireless-controllers/>

ExtremeSwitching X590: <https://cloud.kapostcontent.net/pub/fc6ef563-bdd7-439f-8c92-cc7f0fed8db5/x590-data-sheet>

ExtremeSwitching 5520: <https://www.extremenetworks.com/product/5520-series/>

Extreme Management Center: <https://www.extremenetworks.com/product/extreme-management-center/>

Appendix B – Heat Maps

Please see separate attachment.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Neal McCoy, Director

DATE November 20, 2020

SUBJECT: IN THE MATTER OF CVB MINS. NOVEMBER 20, 2020 NM

Request:

Review Mins.



Tupelo Convention & Visitors Bureau Board Meeting
Monday, October 5, 2020

The Tupelo Convention & Visitors Bureau met Monday, October 5, 2020, at 2 p.m. in the Tupelo CVB boardroom. Board members present were Neal McCoy, Gwendolyn Hudson, Leslie Nabors and Jane Spain. Tupelo CVB staff members present were Jennie Bradford Curlee, Jan Pannell, and Stephanie Moody-Coomer. Kim Hanna, CFO, attended from the City of Tupelo.

Neal McCoy called the meeting to order at 2:00 p.m.

Jane Spain moved, Leslie Nabors seconded approval of the agenda. All voting aye, the motion carried.

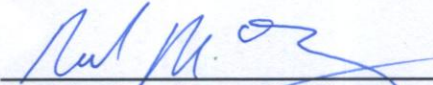
Gwendolyn Hudson moved for approval of the minutes from the board meeting held in September, 2020. Jane Spain seconded approval of the minutes. All voting aye, the motion carried.

Kim Hanna presented the financial report.

Staff reports were made by Jan Pannell, Jennie Bradford Curlee and Stephanie Moody-Coomer.

The meeting adjourned at 2:32 p.m.

Submitted by:



Neal McCoy, Executive Director



Tupelo Convention & Visitors Bureau Board Meeting
Monday, November 2, 2020

The Tupelo Convention & Visitors Bureau met Monday, November 2, 2020, at 2 p.m. in the Tupelo CVB boardroom. Board members present were Neal McCoy, Leslie Nabors, Chauncey Godwin and Louis Britton. Tupelo CVB staff members present were Jennie Bradford Curlee, Brian Rucker, and Stephanie Moody-Coomer. Kim Hanna, CFO, attended from the City of Tupelo.

Neal McCoy called the meeting to order at 2:05 p.m.

Leslie Nabors moved, Chauncey Godwin seconded approval of the agenda. All voting aye, the motion carried.

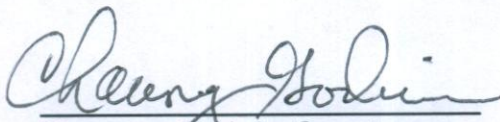
Leslie Nabors moved for approval of the minutes from the board meeting held in October, 2020. Louis Britton seconded approval of the minutes. All voting aye, the motion carried.

Kim Hanna presented the financial report.

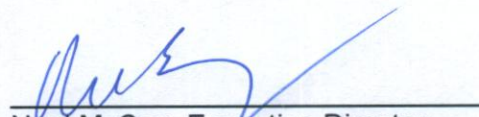
Staff reports were made by Brian Rucker, Jennie Bradford Curlee and Stephanie Moody-Coomer.

The meeting adjourned at 2:43 p.m.

Submitted by:



Chauncey Godwin, Secretary



Neal McCoy, Executive Director



AGENDA REQUEST

TO: Mayor and City Council

FROM: Alex Farned, Director

DATE: November 20, 2020

SUBJECT: IN THE MATTER OF REJECTING BID FOR BEL AIR CENTER AND PRO SHOP - AF

Request:

I would like to request to the Mayor and City Council that we reject the bid for the Bel Air Center and Pro Shop at this time. The apparent low bidder McCarty King Constructions for \$1,821,782.00 including alternates.



November 10, 2020

Ms. Kim Hanna
City of Tupelo
71 E. Troy Street
Tupelo, MS 38801

RE: Bel Air Center and Pro Shop Bid Results

Dear Ms. Hanna:

The above referenced project bid openings were held today. The apparent low bidder was McCarty King Construction Company with a total bid of \$1,821,782.00 including alternates.

At this time, ArchitectureSouth is recommending rejecting all bids as they are over the budget by more than 10%.

Sincerely,

Linda E. Smith, RA
Principal

Bel Air Center & Pro Shop

ARCHITECT:

ArchitectureSouth
330 West Jefferson Street
Tupelo, MS 38804
Office: (662)844-5843
Fax: (662)841-7575

Tupelo, MS

PROJECT NO.: A/E# 20002

BID DATE AND TIME: November 10, 2020 at 10:00 a.m.

CONTRACTOR	CERT OF RESP. #	BONDING COMPANY	RECEIPT OF ADDENDA			BASE BID PART ONE DEMOLITION	BASE BID PART TWO BEL AIR CENTER	BASE BID PART THREE PRO SHOP	Alternate #1 (Add)	Alternate #2 (Add)	Alternate #3 (Add)	Alternate #4 (Add)	Alternate #5 (Add)	Alternate #6 (Add)	TOTAL AWARD
			No. 1	No. 2	No. 3										
CIG Contractors, Inc.	02738-MC 4/08/21					Provide all work for the demolition of the existing Bel Air Center Building including, but not limited to, the asbestos abatement in accordance with the Project Manual and Drawings.	Provide all work for Bel Air Center in accordance with the Project Manual and Drawings.	Provide all work for Pro Shop in accordance with the Project Manual and Drawings.	Pro Shop: Provide the five (5) new exterior lighting "P" fixtures at existing parking lot. See Electrical Drawings	Bel Air Center: Provide two (2) new exterior lighting "P" fixtures at South side of the Bel Air Center and four (4) new exterior lighting "P" fixtures at the Great Lawn. See Electrical Drawings.	Bel Air Center: Provide new eight (8) paved parking spots on the south side of Bel Air Center Drive. See site plan.	Bel Air Center: Provide new paved road east of Bel Air Center and sidewalks at the Great Lawn. See site plan.	Bel Air Center: Provide full height stone veneer on the front and two (2) side exterior elevations of room 102 and 103 of the Bel Air Center in lieu stone veneer water table height.	Bel Air Center: Provide the folding partition in Assembly 110; structural support and acoustical insulation at support to remain in the Base Bid.	
Flagstar Construction Company, Inc.	10817-MC 4/13/21	Arch Insurance Company	X	X	X	\$130,400.00	\$1,358,300.00	\$799,000.00	\$12,200.00	\$37,100.00	\$18,000.00	\$31,100.00	\$26,800.00	\$55,700.00	\$2,468,600.00
Hooker Construction, Inc.	03552-MC 1/14/22	Western Surety	X	X	X	\$71,000.00	\$1,560,000.00	\$383,000.00	\$6,800.00	\$6,800.00	\$20,000.00	\$66,000.00	\$26,000.00	\$6,000.00	\$2,145,600.00
McCarty King Construction Company	05687-MC 7/8/21	Western Surety	X	X	X	\$123,000.00	\$1,000,082.00	\$582,000.00	\$11,300.00	\$12,000.00	\$18,500.00	\$34,600.00	\$17,000.00	\$23,300.00	\$1,821,782.00
Roberts Builders, Inc.	04854-MC 7/8/21	Travelers	X	X	X	\$130,000.00	\$1,100,000.00	\$640,000.00	\$7,500.00	\$7,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$20,000.00	\$1,949,500.00

I HEREBY CERTIFY THAT THE ABOVE BIDS ARE TRUE AND CORRECT AND WERE SUBMITTED AND RECEIVED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MISSISSIPPI.


Linda Smith, Principal



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE: November 23, 2020

SUBJECT: IN THE MATTER OF APPROVAL OF FINAL LOAN AGREEMENT FOR SRF LOAN SRF-C280885-07 **JT**

Request:

Request for approval of the attached final loan agreement for our SRF FY17 Sewer System Improvements (SRF-C280885-07). The final principal loan amount is \$2,495,797.77.

This loan was for the rehab of five (5) sewer lift stations:

- Wondura LS
- Rollingwood LS
- West Garrison LS
- Deer Park LS
- Southwest PS

LOAN NUMBER: SRF-C280-885-07-2

**FINAL
WATER POLLUTION CONTROL
REVOLVING LOAN FUND LOAN AGREEMENT**

THIS AGREEMENT is executed by the STATE OF MISSISSIPPI COMMISSION ON ENVIRONMENTAL QUALITY (Commission) acting through the DEPARTMENT OF ENVIRONMENTAL QUALITY (Department) and the CITY OF TUPELO, existing as a local government or agency (Loan Recipient) under the laws of the State of Mississippi.

WITNESSETH:

WHEREAS, pursuant to Sections 49-17-81, et seq. Mississippi Code Annotated (1972), the Department is authorized to make loans to certain local government agencies to finance the construction of eligible pollution control projects; and

WHEREAS, the Loan Recipient has submitted a facilities plan and has made application for the financing of the Project, and the Department has determined that, based upon these submittals, such Project appears to meet all requirements for a loan;

NOW, THEREFORE, in consideration of the Department loaning money to the Loan Recipient, in the principal amount and the covenants hereinafter set forth, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS. Words and terms used herein shall have the meanings set forth in the Water Pollution Control Revolving Loan Fund Regulations and as set forth below:

- (1) "Agreement" or "Loan Agreement" shall mean this Agreement, as amended.
- (2) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement.
- (3) "Loan Repayment" shall mean the monthly payment due from the Loan Recipient to the Department, comprised of principal and interest.
- (4) "Project" shall mean facilities funded under this Agreement as described in Article IX.

(5) "Revenues" shall mean all income or earnings received by the Loan Recipient from the ownership or operation of its facilities, including investment income, all as calculated in accordance with generally accepted accounting principles as prescribed by the State Auditor. Revenues shall not include proceeds from the sale or other disposition of any part of the facilities, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the facilities.

(6) "WPCRLF Regulations" shall mean the Water Pollution Control Revolving Loan Fund Program Regulations effective for projects funded on and after December 19, 2004.

1.02. CORRELATIVE WORDS. Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public bodies, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS. The Loan Recipient warrants, represents and covenants that:

(1) The Loan Recipient has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Loan Recipient is not subject to bankruptcy, insolvency, or reorganization and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would restrain or enjoin it from entering into, or complying with this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body pending which seeks to restrain or enjoin the Loan Recipient from entering into or complying with this Agreement.

(4) The Loan Recipient knows of no reason why any future required permits, real property interests, or approvals for the Project cannot be obtained within the time frame required by this loan agreement.

(5) The Loan Recipient shall undertake the Project on its own responsibility. The Loan Recipient is responsible for the proper planning, design, construction, operation, maintenance, replacement, performance, and fiscal integrity of the project. The Department's approval of any document does not relieve the Loan Recipient or any others of any liabilities or responsibilities. Such approval of any document is for loan eligibility or allowability purposes only and does not establish or convey any such liability or responsibility.

(6) The Loan Recipient has, or will have prior to advertisement of the project for bids, a procurement protest procedure in accordance with Appendix I of the WPCRLF

Regulations for dealing with third parties and shall independently resolve any bid protest or other dispute between the Loan Recipient and a third party.

(7) The financial information delivered by the Loan Recipient to the Department is current and correct. The Loan Recipient shall provide the Department with additional financial information via the audits required by Section 49-17-87 of the Mississippi Code and other notification of changing conditions relating to the Loan Recipient's ability to repay this Loan.

(8) The Loan Recipient agrees to design, acquire land and easements, and construct the Project in accordance with the Project schedule, delays incident to strikes, riots or acts of God beyond the reasonable control of the Loan Recipient excepted.

(9) The Loan Recipient covenants that this Agreement is entered into for the purpose of borrowing moneys to design, acquire land and easements, construct, and place in operation, the Project which will in all events serve a public purpose. The Loan Recipient covenants that it will, under all conditions, complete and place the Project in operation to the end that the public need will be met.

(10) The Loan Recipient must accept flows from any community or area designated in the approved facilities plan to be served by the system funded by the WPCRLF loan, generally without regard to any condition other than user charges developed on an equitable cost basis and the terms of the interlocal agreements required by the WPCRLF Regulations.

2.02. COMPLIANCE WITH STATE STATUTES AND REGULATIONS. The Loan Recipient agrees to comply with all applicable state statutes and regulations including, but not limited to, the WPCRLF Regulations. The WPCRLF Regulations are attached hereto and made a part hereof for all purposes.

2.03. PROHIBITION AGAINST ENCUMBRANCES. The Loan Recipient is prohibited from selling, leasing or disposing of any part of the Project which would materially reduce its operational integrity unless the written consent of the Department is first secured. The Loan Recipient is also prohibited from selling, leasing or transferring ownership of all or a substantial portion of the Project to another entity unless the written consent of the Department is first secured.

2.04. LOCAL FUNDS. In addition to the proceeds of this Loan, the Loan Recipient covenants that it has obtained, or will obtain sufficient moneys from other sources to complete and place the Project in operation. Should the Department not award additional loan funds, this shall not constitute a waiver of the Loan Recipient's covenants to complete and place the Project in operation.

ARTICLE III - OPERATION AND FISCAL INTEGRITY OF THE SYSTEM

3.01. OPERATION AND MAINTENANCE OF THE PROJECT. The Loan Recipient shall operate and maintain the Project in a proper, sound and economical manner and shall promptly make all necessary repairs and replacements.

3.02. ADDITIONS AND MODIFICATIONS. The Loan Recipient may make any additions, modifications or improvements to the Project which it deems desirable and which do not materially reduce the operational integrity of any part of the Project. All such additions, modifications, or improvements must be approved by the Department and, if approved, shall become part of the Project.

3.03. COLLECTION OF REVENUES. The Loan Recipient shall use its best efforts to collect all rates, fees and other charges due to it. The Loan Recipient shall establish liens on premises served by the Project for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Loan Recipient shall, to the full extent permitted by law, cause to discontinue the services of the Project and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Project rates, fees and other charges. The Loan Recipient shall comply and require compliance with its approved User Charge System during the life of the Project.

3.04. LOAN RECIPIENT ACCOUNTING AND AUDITING PROCEDURES. The Loan Recipient shall maintain project accounts in accordance with generally accepted accounting principles as prescribed by the State Auditor.

ARTICLE IV - DEFAULTS AND REMEDIES

4.01. EVENTS OF DEFAULT. Each of the following events is hereby declared an event of default:

(1) Failure of the Loan Recipient to make any loan repayment when it is due and such failure shall continue for a period of thirty (30) days.

(2) Failure to comply with the provisions of this Agreement or in the performance or observance of any of the covenants or actions required by this Agreement.

(3) Any warranty, representation or other statement by, or on behalf of, the Loan Recipient contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading in any material respect.

(4) An order or decree entered, with the acquiescence of the Loan Recipient, appointing a receiver of any part of the Project or Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Loan Recipient, shall not be vacated or discharged or stayed on appeal within sixty (60) days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Loan Recipient, for the purpose of effecting a compromise between the Loan Recipient and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Revenues of the Project.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Loan Recipient under federal or state bankruptcy or insolvency laws now or hereafter in effect and, if instituted against the Loan Recipient, is not dismissed within sixty (60) days after filing.

(7) Failure to give timely notice of default as required below when such failure shall continue for a period of thirty (30) days.

4.02. NOTICE OF DEFAULT. The Loan Recipient shall give the Department immediate written notice of an event of default.

4.03. REMEDIES. Upon any event of default and subject to the rights of bondholders with prior liens, the Department may enforce its rights by utilizing one or more of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish and collect fees and charges for use of the Project and to require the Loan Recipient to fulfill this Agreement.

(2) By action or suit in equity, require the Loan Recipient to account for all moneys received from the Department or from the ownership of the Project and to account for the receipt, use, application or disposition of the Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Project, establish and collect fees and charges, and apply the Revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Commissioner of the Mississippi Department of Revenue delinquency on loan repayments, the Department may intercept the delinquent amount, plus ten (10) percent annual penalty interest on the amount due to the Department, from any unobligated funds due to the Loan Recipient under any revenue or tax sharing fund established by the State. Penalty interest shall accrue on any amount due and payable beginning on the thirtieth (30th) day following the date upon which payment is due. The penalty interest shall be compounded monthly.

(6) By notifying financial market credit rating agencies.

(7) By administratively charging or suing for payment of amounts due, or becoming due, plus ten (10) percent annual penalty interest which shall accrue on any amount due and payable beginning on the thirtieth (30th) day after such notification by the Department, together with all costs of collection, including attorneys' fees. The penalty interest shall be compounded monthly.

(8) By accelerating the repayment schedule or increasing the interest rate in accordance with the WPCRLF Regulations.

(9) By withholding payments to the Loan Recipient.

(10) By terminating the Loan Agreement, after providing thirty (30) days written notice of such intent to terminate the Loan Agreement. Such termination will not affect the duty of the Loan Recipient to repay loan funds paid thus far.

4.04. DELAY AND WAIVER. No delay or omission to exercise any right or power accruing upon event of default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent event of default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE V - GENERAL PROVISIONS

5.01. DISCHARGE OF OBLIGATIONS. All loan repayments required to be made under this Agreement shall be cumulative. Any deficiencies in any month shall be added to the repayment due in the succeeding month and all months thereafter until fully repaid. Repayments shall continue to be secured by this Agreement until all of the repayments required shall be fully repaid to the State Water Pollution Control Revolving Fund. If, at any time, the Loan Recipient shall have repaid the Loan and interest required, the pledge of, and lien on, the Revenues to the State Water Pollution Control Revolving Fund shall be no longer in effect.

5.02. PROJECT RECORD AND STATEMENT. Books, records, reports, design documents, contract documents, and papers related to the Project shall be available to the authorized representatives of the Department and the U.S. Environmental Protection Agency for inspection at any reasonable time after the Loan Recipient has executed a loan agreement and before one year has elapsed after the Loan Recipient repays the loan in full. If litigation, a claim, an appeal, or an audit is begun before the end of the one year period, all records must be kept for one year after the litigation, appeal, claim, or audit is complete or resolved.

5.03. ASSIGNMENT OF RIGHTS UNDER AGREEMENT. The Department may assign any part of its rights under this Agreement without the consent of the Loan Recipient. The Loan Recipient shall not assign rights created by this Agreement without the consent of the Department.

5.04. AMENDMENT OF AGREEMENT. Modification, changes or amendments to this Agreement may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification or amendment of any term, provision or condition of this Agreement shall be (1) in writing and signed by both parties, and (2) consistent with applicable statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency.

5.05. SEVERABILITY CLAUSE. If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

5.06. CONFLICTS CLAUSE. In the event that any provision of this Agreement conflicts with the WPCRLF Regulations, the Regulations will govern unless this Agreement specifically provides otherwise.

5.07. EXECUTION OF AGREEMENT. This Agreement becomes effective upon execution by the Department and the Loan Recipient. This Agreement will not be altered by the Loan Recipient after execution by the Department.

5.08. BONDS AND INSURANCE REQUIRED. The Loan Recipient shall require contractors to provide performance and payment bonds for the full amount of the contracts. Insurance against all risks during the period of construction shall be provided. Builder's risk or similar types of insurance in the amount of the full replacement cost of the Project shall be provided to the extent that such insurance is obtainable from time to time against any one or more of such risks.

The Loan Recipient shall cause insurance to be obtained and maintained against such risks as is customary during construction. Insurance requirements include workers' compensation, comprehensive general liability, contractors' indemnification obligations, vehicle liability, flood and property insurance. The Department reserves the right to require business interruption insurance when the Project includes revenue producing facilities and when such revenue produced therefrom is to be used for repayment of the loan. Any such requirement shall be included in the Project Specific Loan Conditions. The proceeds of insurance policies received as a result of damage to, or destruction of, facilities or structures shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Loan Recipient shall provide such restoration or replacement of the damaged portions of the facilities. Such restoration or replacement shall be promptly completed.

The Loan Recipient shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, to be insured by an insurance company or companies licensed to do business in the State of Mississippi against such risks as are customary in connection with the operation of facilities of like size, type and location in customary amounts to the extent such insurance is obtainable from time to time against any one or more of such risks. Such insurance shall be maintained at least until such time as the loan amount has been completely repaid.

ARTICLE VI - CLEAN WATER ACT AND OTHER FEDERAL REQUIREMENTS

6.01. TITLE VI PROVISIONS. The Loan Recipient shall comply with all provisions of Title VI of the Clean Water Act and regulations thereunder.

6.02. APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS. The Loan Recipient shall comply with all applicable state and federal laws, regulations, and executive orders as required by the WPCRLF Regulations, Appendix J.

6.03. SINGLE AUDIT ACT. The Loan Recipient shall comply with all provisions of the Single Audit Act Amendments of 1996 and regulations thereunder. When required by the Act, the Loan Recipient must submit the required copies of its Single Audit to the Department and the designated Federal Clearinghouse, within the time frames allowed in the Act.

ARTICLE VII - DETAILS OF FINANCING

7.01. AMOUNT OF LOAN. The amount of the Loan authorized is \$2,495,797.77.

7.02. PROJECT BUDGET. The Loan Recipient agrees to the following Project Budget. Payments to the Loan Recipient for each cost item may not exceed the sum of that project budget line item and any remaining contingency. Payments out of the contingency line item may be further limited if the Department determines that such payments could jeopardize completion of the Project. Amendments to the project budget must be requested by the Loan Recipient and approved by the Department, and must be in accordance with the WPCRLF Regulations.

	<u>Loan Amount</u>
(1) Planning and Loan Application Phase Professional Services	\$ <u>30,000.00</u>
(2) Design and Land Acquisition Phase Professional Services	\$ <u>182,445.65</u>
(3) Land and Easement Costs	\$ <u>0.00</u>
(4) Construction	\$ <u>2,155,104.00</u>
(5) Construction Phase Professional Services	\$ <u>109,274.50</u>
(6) Contingency	\$ <u>0.00</u>
(7) Subtotal	\$ <u>2,476,824.15</u>
(8) Overpayment Interest Penalty Accrual	\$ <u>0.00</u>
(9) Interest Accrued	\$ <u>18,973.62</u>
(10) TOTAL LOAN AMOUNT	\$ <u>2,495,797.77</u>

7.03. INTEREST RATE AND ACCRUAL. The rate of interest on the unpaid principal of the Loan is 1.75 percent per annum, to be compounded monthly. Interest on amounts paid to the

Loan Recipient shall commence on September 20, 2018 the last construction contract completion date as established in the initial loan agreement in accordance with WPCRLF Regulation Rule 7.3.I (1). Interest accrued prior to initiation of the repayment process will be added to the final allowable project costs to determine the principal amount to be repaid by the Loan Recipient.

7.04. REPAYMENT SCHEDULE. The Loan Recipient hereby authorizes the Mississippi Department of Revenue to withhold \$12,687.79 monthly from the amount of sales tax reimbursement it is to remit to said Loan Recipient under Section 27-65-75, Mississippi Code of 1972, as amended, for repayment of the loan amount as specified in Article 7.01. of this Agreement for a period of 232 months, to begin January, 2021, subject to amendment in accordance with the WPCRLF Regulations. The monthly repayments to be made by the Mississippi Department of Revenue to the State Water Pollution Control Revolving Fund from the Loan Recipient for the repayment of the loan amount as specified in Article 7.01. of this Agreement made to said Loan Recipient are hereby determined to be \$12,687.79 for a period of 232 months, to begin February, 2021, with the exception of that portion of the repayments specified below in Article 7.05. as the administrative fee. The Mississippi Department of Revenue will deposit the administrative fee portion of the loan repayments into State Treasury Fund #3588 until such time that the administrative fee is collected in full. This repayment schedule is subject to amendment in accordance with the WPCRLF Regulations.

7.05. ADMINISTRATIVE FEE. An administrative fee of \$124,789.89, which is five percent (5%) of the final loan principal amount, will be collected from the loan repayment amounts described in Article 7.04. to defray the costs of administering the fund. Beginning with the initiation of the repayment process and until such time that the total administrative fee is collected, the interest portion of each repayment will not be charged, and in lieu of the interest portion, an equal amount of the repayment will be collected as the administrative fee.

7.06. BIDS IN EXCESS OF BUDGET AMOUNTS. Should the bids for construction, equipment and supplies, and testing for this project exceed the budget amounts for these items plus construction contingency, the Department may terminate this loan agreement in accordance with the procedures described in Article 4.03(10).

7.07. AVAILABILITY OF FUNDS. The Loan Recipient understands and agrees that this loan award is based upon anticipated federal, state match, and other funds being made available to the Department. The Loan Recipient agrees that should such anticipated funds not be made available to the Department, the Department may delay payments to the Loan Recipient, may terminate the loan agreement, and/or may recover any previous payments made to the Loan Recipient. The Loan Recipient releases the Department from all liability for any claims or damages related to such actions and further agrees not to take any legal or other actions against the Department in regard to such claims, damages, or actions by the Department.

7.08. PROHIBITION OF DUPLICATE FUNDING. The Loan Recipient hereby agrees that all costs requested for reimbursement from the State Revolving Fund have not been, and will not be, also requested or received from other State or Federal agency funding sources.

ARTICLE VIII - PROJECT BUDGET PERIOD

8.01. PROJECT BUDGET PERIOD. Unless amended, the budget period for this project begins on January 1, 2016, and expires on June 20, 2020. No costs that are incurred or requested after the expiration date will be eligible. The expiration date was determined based on 30 days after the Department's final construction observation. Department approval of loan eligible time extension change orders will automatically extend the budget period through such loan eligible date.

ARTICLE IX - PROJECT DESCRIPTION

9.01. PROJECT DESCRIPTION. The Project shall mean facilities funded in whole or in part under this Loan Agreement as follows:

The project includes replacing four (4) existing pump or lift stations and rehabilitating two (2) pump stations, including all related appurtenances.

The loan eligible scope is specifically limited to that identified as eligible in the approved facilities plan, and as further described by plans, specifications, contract documents, and contract change orders approved as eligible by the Department. The Loan Recipient hereby agrees that no additional eligible scope will be added to this Project Description.

ARTICLE X - PROJECT SPECIFIC LOAN CONDITIONS

10.01. PROJECT SPECIFIC LOAN CONDITIONS. The Loan Recipient shall comply with the following Project Specific Loan Conditions and any amendments made thereto pursuant to the provisions of the WPCRLF Regulations.

(1) The Loan Recipient agrees to the following schedule in accordance with the WPCRLF Regulations. Earlier completion of certain actions may require earlier completion of other actions.

- a. By March 29, 2018, submit a complete set of plans, specifications and contract documents on each construction contract, limited site certificates from the Loan Recipient and title counsel for all real property (eligible and ineligible), and other submittals if required by WPCRLF Regulation Rule 7.3.D.(2)(c) (**Submitted March 29, 2018**);
- b. By June 27, 2018, secure approval of plans, specifications and contract documents on each construction contract by the Department (**Approved October 9, 2018**);
- c. By September 25, 2018, but prior to advertisement for bids on each construction contract, submit clear site certificates from the Loan Recipient and title counsel for all real property (eligible and ineligible), secure necessary local funds for

the project and submit proof of such funds, and submit any other required permits or clearances (**Submitted September 24, 2018**);

- d. By September 25, 2018, advertise each construction contract for bids (**Advertised September 27, 2018**);
- e. By November 9, 2018, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids (**Received October 30, 2018**);
- f. By November 23, 2018, but no later than 14 days after receipt of bids on each construction contract, submit the completed MBE/WBE documentation (**Submitted November 8, 2018**);
- g. By November 30, 2018, but no later than 21 days after receipt of bids on each construction contract, submit the bid package, a loan amendment request, and all necessary executed professional services contracts (**Submitted December 5, 2018**);
- h. By January 8, 2019, but no later than 60 days after receipt of bids on each construction contract, execute and submit construction contract documents and issue and submit a copy of the notice to proceed (**Submitted February 20, 2019**);
- i. By November 15, 2019 (90% of construction contract time), enact the approved user charge system and ordinance and submit proof of enactment (**Submitted July 15, 2020**);
- j. By November 15, 2019 (90% of construction contract time), develop and implement a Fiscal Sustainability Plan (FSP) and submit the required FSP certification (**Submitted January 13, 2020**);
- k. By December 15, 2019 (date may change due to approved change orders), but no later than the contract completion date on each construction contract, complete construction (**Completed March 25, 2020**);
- l. By December 25, 2019, but no later than 10 days after completion on each construction contract, notify the Department of construction completion (**Notified March 25, 2020**);
- m. By January 14, 2020, but no later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying Department's final construction observation (**Submitted January 14, 2020**);

- n. By January 14, 2020, but no later than 30 days after the contract completion date on each construction contract, the Department will perform a final construction observation (**Performed May 21, 2020**);
- o. By February 13, 2020, but no later than 30 days after the Department's final construction observation on each construction contract, the Loan Recipient must submit the following: final loan payment requests; approvable summary change order; record drawings for the entire project funded in whole or in part with WPCRLF funds; the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Loan Agreement. **Loan payment requests submitted after this date are not allowable, regardless of when the costs were incurred (Submitted June 18, 2020)**;

(2) Should the Loan Recipient be subject to any administrative order, court order, or other enforcement action presently or in the future, the Loan Recipient shall comply with such enforcement action regardless of any schedules, document submittals or approvals, or any other requirements under this Loan Agreement. Any such schedules, document submittals or approvals, or any other requirements under this Loan Agreement which vary from the enforcement action requirements shall in no way relieve the Loan Recipient from compliance with such enforcement action, nor shall such enforcement action relieve the Loan Recipient from compliance with any Loan Agreement requirement.

(3) If any ineligible construction, equipment, supplies, or testing are added to this Project, the final payment for related services shall be reduced to reflect eligible costs using one of the following methods.

- a. The Loan Recipient shall submit separate invoices for eligible and ineligible work. Contracts for all related services shall have separate compensation clauses and cost ceilings for eligible and ineligible work.
- b. The payments shall be prorated by the eligibility ratio shown below. The final ratio shall be based on actual, final costs for construction, equipment and supplies, and testing; an interim ratio may be used as needed.

$$\text{Eligibility Ratio} = \frac{\text{Eligible Construction/Equipment/Supplies/Testing Cost}}{\text{Total Construction/Equipment/Supplies/Testing Cost}}$$

If it becomes apparent that the payments for related services will exceed the eligible amount, the Department may limit payments prior to the final payment.

(4) The Loan Recipient shall undertake the six affirmative steps as stated in Appendix D, of the WPCRLF Regulations and as further described in the Department's MBE/WBE Utilization Guidance to assure minority and women's business enterprises have the maximum feasible opportunity to participate in a fair share of the subagreements awarded under this

Project. The fair share objectives negotiated for this Project are 3.6% minority and 2.1% women's business enterprises.

10.02. SUPPLEMENTAL FY-2017 PROJECT SPECIFIC LOAN CONDITIONS. The following Project Specific Loan Conditions are included pursuant to WPCRLF Program changes which resulted from the federal Water Resources Reform and Development Act of 2014, P.L. 113-121 (WRRDA), and/or from the exhaustion of the banked equivalency/cross-cutter compliance utilized by the WPCRLF Program since FY-2001:

(1) **Additional “Cross-cutting” Federal Authorities.** The Loan Recipient understands and agrees that this project must comply, as applicable, with the additional “cross-cutting” federal authorities, as outlined in Part 2, Sections III.A, B, C, I and J of the “Water Pollution Control Revolving Loan Fund Program Final FY-2017 Intended Use Plan.” This condition supersedes and constitutes a variance to WPCRLF Regulation Rule 7.1.B.

(2) **Environmental Review [WRRDA Section 5002(1)].** The Loan Recipient understands and agrees that this project must comply with 40CFR35.3140(b) {Tier 1 “NEPA-like” review}, as outlined in Part 2, Section III.D of the “Water Pollution Control Revolving Loan Fund Program Final FY-2017 Intended Use Plan.” This condition supersedes and constitutes a variance to WPCRLF Regulations Appendix B.

(3) **Fiscal Sustainability Plan [WRRDA Section 5003(2)].** The Loan Recipient shall develop and implement a Fiscal Sustainability Plan (FSP), as outlined in Part 2, Section III.E of the “Water Pollution Control Revolving Loan Fund Program Final FY-2017 Intended Use Plan,” and shall certify that the required FSP has been developed and implemented by the date established in the Loan Schedule [Article X, Section 10.01(1)], which represents 90% of construction completion.

(4) **Generally Accepted Accounting Principles (GAAP) [WRRDA Section 5002].** The Loan Recipient shall maintain project accounts according to Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards relating to the reporting of infrastructure assets. The most recent applicable standard is GASB Statement No. 34 (GASB 34), issued in June 1999.

(5) **Uniform Relocation Assistance and Real Property Acquisition Policies Act [Cross-Cutter].** As outlined in Part 2, Section III.H of the “Water Pollution Control Revolving Loan Fund Program Final FY-2017 Intended Use Plan,” the Loan Recipient shall comply with the federal “Uniform Act” in the acquisition of all land/easements/right-of-way required for the project. This condition supersedes and constitutes a variance to WPCRLF Regulations Appendix J, Item M.

(6) **Davis Bacon Prevailing Wage Rates [WRRDA Section 5002].** The Loan Recipient shall comply with all applicable Davis Bacon (DB) requirements, as referenced in Section 513 of the Federal Water Pollution Control Act (33 U.S.C. 1372).

(7) **American Iron and Steel [WRRDA Section 5004]**. The Loan Recipient shall comply with all applicable American Iron and Steel (AIS) requirements, as outlined in Section 608 of the Federal Water Pollution Control Act (33 U.S.C. 1388).

(8) **Federal Procurement for Engineering Services [WRRDA Section 5002]**. As outlined in Part 2, Section III.M of the “Water Pollution Control Revolving Loan Fund Program Final FY-2017 Intended Use Plan,” the Loan Recipient shall ensure that all WPCRLF-funded contracts for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services are negotiated in the same manner as a contract for architectural and engineering services is negotiated under 40 U.S.C. 1101 et seq. This condition supersedes and constitutes a variance to WPCRLF Regulation Rule 7.3.B(2)(f); Appendix A, Item A.(11); and Appendix C.

(9) **Signage [Non-statutory EPA Mandate]**. As outlined in Part 2, Section III.P of the “Water Pollution Control Revolving Loan Fund Program Final FY-2017 Intended Use Plan,” the Loan Recipient shall ensure that a project-specific EPA Public Awareness Notification (provided by MDEQ) is displayed on a bulletin board/sign in a prominent location at the project site for the duration of the contract. The Loan Recipient acknowledges and understands that the Notification should also be displayed in other prominent locations (Loan Recipient’s office, website, court house, library, etc.) accessible to the public.

IN WITNESS WHEREOF, the Commission has caused this Agreement to be executed on its behalf by the Executive Director of the Department and the Loan Recipient has caused this Agreement to be executed on its behalf by its Authorized Representative. It is agreed that this Agreement No. SRF-C280885-07-2 supersedes and replaces the previous Agreement No. SRF-C280885-07-1.

CITY OF TUPELO

**STATE OF MISSISSIPPI
DEPARTMENT OF ENVIRONMENTAL
QUALITY**

By: _____
Johnny Timmons
Manager, Water & Light Department

By: 
Chris Wells
Executive Director

(Date)

November 6, 2020

(Date)

**STATE OF MISSISSIPPI
DEPARTMENT OF REVENUE**

Commissioner

(Date)



AGENDA REQUEST

TO: Mayor and City Council
FROM: Dennis Bonds, City Engineer
DATE November 24, 2020
SUBJECT: IN THE MATTER OF RATIFICATION OF BID FOR JACKSON STREET IMPROVEMENTS (COLEY – AIRPARK) **DRB**

Request: DRB

This bid was awarded to Cook & Son at the October 6, 2020 Council Meeting. Attached are the Contract Documents signed by the Contractor.

**JACKSON STREET IMPROVEMENTS
COLEY ROAD to AIRPARK ROAD
CITY OF TUPELO, MISSISSIPPI**

AGREEMENT

(09-21-2020)

This AGREEMENT, made this 24 day of November, 2020 by and between THE CITY OF TUPELO, MISSISSIPPI, hereinafter called "OWNER" and Cook & Son, LLC, doing business as a limited liability company, hereinafter called "CONTRACTOR".

WITNESSETH: That for and consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of JACKSON STREET IMPROVEMENTS, COLEY ROAD to AIRPARK ROAD.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on or before the date of the NOTICE TO PROCEED and will complete the same within 365 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum of **Four Million forty five thousand four dollars and thirty nine cents (\$4,045,004.39)**, being the amount of the accepted proposal and subject to proper additions and/or deductions at the unit prices as stated in the proposal or otherwise provided for by modification.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Information for Bidders
 - (C) Bid Proposal
 - (D) Bid Documents
 - (E) Bid Bond
 - (F) Agreement
 - (G) Certificate of Owner's Attorney
 - (H) General Conditions
 - (I) Special Conditions
 - (J) Payment Bond
 - (K) Performance Bond
 - (L) Notice of Award
 - (M) Notice to Proceed
 - (N) Change Order
 - (O) Drawings, specifications, and addenda prepared by Engineering Solutions, Inc.
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

AGREEMENT (CONT.)

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement in four copies, each of which shall be deemed an original on the date first written.

OWNER:

CITY OF TUPELO, MISSISSIPPI

BY: _____
Name: _____
Title: _____

ATTEST:

BY: _____
Name: _____
Title: _____

OWNER'S SEAL

CONTRACTOR:

BY: *Kenneth Cook*
Name: *Kenneth Cook*
Title: *owner*

ATTEST:

BY: *Kandye C. Donahue*
Name: *Kandye C. Donahue*
Title: *admin.*

CORPORATE SEAL

NOTE: If CONTRACTOR is a corporation, secretary should attest.

**JACKSON STREET IMPROVEMENTS
COLEY ROAD to AIRPARK ROAD
CITY OF TUPELO, MISSISSIPPI**

PAYMENT BOND

Bond #GS59800020

KNOW ALL PERSONS BY THESE PRESENTS that

Cook & Son, LLC.

60146 Seminole Rd.

Smithville, MS 38870

a Limited Liability Company, hereinafter called PRINCIPAL and The Gray Casualty & Surety Company

(Name of Surety)

hereinafter called SURETY, are held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, 71 East Troy St. Tupelo, MS 38804, hereinafter called OWNER, and unto all persons, firms, and corporations, who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of **Four Million forty five thousand four dollars and thirty nine cents (\$4,045,004.39)** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the 24th day of November, 2020, a copy of which is hereto attached and made part hereof for the construction of:

JACKSON STREET IMPROVEMENTS, COLEY ROAD to AIRPARK ROAD

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment, and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquired its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way effect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: the PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in FOUR (4) counter parts, each one of which shall be deemed an original, this the 24th day of November, 2020.

ATTEST:

Kentylee C. Donahue _____
Cook & Son, LLC

(Principal) Secretary

Principal
By: [Signature] _____

(SEAL)

Kentylee C. Donahue - admin _____
60146 Seminole Road

Witness as to Principal Address
60146 Seminole Road
Smithville, MS 38870

Address
Smithville, MS 38870

[Signature] _____
The Gray Casualty & Surety Company

ATTEST:

Danielle Marshall _____
Witness as to Surety Danielle Marshall
P.O. Box 836

Address
West Point, MS 39773

Surety
By: [Signature] _____
Attorney-In-Fact Kyle Chandler IV
P.O. Box 836
Address
West Point, MS 39773

NOTE 1: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond. Surety Companies executing bonds must appear on the Treasury Department's Circular 570 (most current) and be authorized to transact business in the state where the project is located.

**JACKSON STREET IMPROVEMENTS
COLEY ROAD to AIRPARK ROAD
CITY OF TUPELO, MISSISSIPPI**

PERFORMANCE BOND

Bond # GS59800020

KNOW ALL PERSONS BY THESE PRESENTS that

Cook & Son, LLC.

60146 Seminole Rd.

Smithville, MS 38870

a Limited Liability Company, hereinafter called PRINCIPAL and The Gray Casualty & Surety Company

(Name of Surety)

hereinafter called SURETY, are held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, 71 East Troy St. Tupelo, MS 38804, hereinafter called OWNER, in the total aggregate penal sum of **Four Million forty five thousand four dollars and thirty nine cents (\$4,045,004.39)** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the 24th day of November, 2020, a copy of which is hereto attached and made part hereof for the construction of:

JACKSON STREET IMPROVEMENTS, COLEY ROAD to AIRPARK ROAD

NOW, THEREFORE, if the PRINCIPAL shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER with or without notice to the SURETY and during one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said security, for value receive hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faith full performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in FOUR (4) counterparts, each one of which shall be deemed an original, this the 24th day of November, 2020.

ATTEST:

Kentyle C. Donahue
(Principal) Secretary

Cook & Son, LLC
Principal

(SEAL)

admin.
Witness as to Principal
60146 Seminole Road

By: Kate Co
60146 Seminole Road
Address
Smithville, MS 38870

Smithville, MS 38870

The Gray Casualty & Surety Company

ATTEST:

Danielle Marshall
Witness as to Surety Danielle Marshall

By: Kyle Chandler IV
Attorney-In-Fact Kyle Chandler IV

P.O. Box 836

P.O. Box 836

Address
West Point, MS 39773

Address
West Point, MS 39773

NOTE 1: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond. Surety Companies executing bonds must appear on the Treasury Department's Circular 570 (most current) and be authorized to transact business in the state where the project is located.

COUNTERSIGNED BY:

Kyle Chandler IV
Resident Mississippi Agent

Kyle Chandler IV

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GS59800020 **Principal:** Cook & Son, LLC

Project: Jackson Street Improvements, Coley Road to Airpark Road

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint **Kyle Chandler IV, Kyle Chandler III, Cecil R. Vaughn, Jr. Brandt C. Galloway, and Steve Swedenburg of Columbus, Mississippi jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By:

Michael T. Gray
Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno
Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies, this _____ day of _____, 2020



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company



CERTIFICATE OF LIABILITY INSURANCE

DATE 10 Item # 12.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 15013767 GCM Insurance - West Point P.O. Box 836 West Point, MS 39773	CONTACT NAME: PHONE (A/C, No., Ext): (662) 494-4781	FAX (A/C, No.): (662) 494-7072
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Builders Mutual Insurance		10844
INSURED		
Cook & Son, LLC 60146 Seminole Rd. Smithville, MS 38870		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		CPA0009534	10/18/2020	10/18/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAP0031170	10/18/2020	10/18/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			MUB0008523	10/18/2020	10/18/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCP106148802	10/5/2020	10/5/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Jackson Street Improvements
Certificate holder and Architect/Engineer would be additional insured with regard to General Liability if required by written contract but only to the extent provided by the attached endorsement.

CERTIFICATE HOLDER City of Tupelo 71 East Troy Street Tupelo, MS 38804	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Contractor's Blanket Additional Insured Endorsement
Products - Completed Operations-A**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – WHO IS AN INSURED is amended to include as an additional insured any person or organization when you and such person or organization have agreed in a written contract or written agreement that such person or organization be added to your policy, but only with respect to liability for "bodily injury" or "property damage" caused by "your work" performed for that additional insured and included in the "products-completed operations hazard".

When the named insured is required to add an additional insured on this policy, the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy;
2. Executed prior to a "bodily injury" "occurrence" or "property damage" "occurrence" to which this insurance would apply; and
3. Between a Named Insured and the additional insured

B. The insurance provided to the additional insured is subject to the following provisions:

1. That person or organization is an additional insured only for liability caused by your negligence specifically resulting from "your work" for the additional insured as detailed in the written contract or written agreement.

2. The Limits of Insurance (Section III) is amended to include:

The limits applicable to the additional insured are the lesser of those specified in the written contract or agreement executed between you and the additional insured or in the Declaration of this Coverage Part, whichever is less. These Limits of Insurance are inclusive of, and are not in addition to, the Limits of Insurance shown in the Declarations and defined in Section III – Limits of Insurance.

3. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render any professional services by you or on your behalf, but only with respect to the following operations:

- a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
- b. Providing, or hiring independent professional firms to provide, engineering, architectural or surveying services in connection with construction work you perform.

Professional services include:

- c. The preparing, approving, failing to prepare, approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- d. Supervisor or inspection activities performed as part of any related architectural or engineering activities.
- e. However, professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

AGENDA REQUEST

TO: Mayor and City Council
FROM: Debbie Brangenberg, TRA Project Manager
DATE November 24, 2020
SUBJECT: IN THE MATTER OF TRA Minutes 11/19/2020

Request:

Please review and approve for submission.

Teleconference Meeting

November 19, 2020

Agenda

A meeting of the Tupelo Redevelopment Agency convened at 4:00 pm on Thursday, November 19, 2020 via Zoom teleconference from City Hall. Agency members participating were Reed Hillen, Shane Homan, Cheryl Rainey and Amy Tate via Zoom. City Attorney, Ben Logan, Stephen Reed and Project Coordinator, Debbie Brangenberg represented, in person, the City of Tupelo.

1.0 Ratify minutes of September 16, 2020

Upon a motion by Amy Tate and a second by Shane Homan, the Agency voted unanimously to ratify TRA minutes of September 16, 2020.

Exhibit A

2.0 Review/Approve/Bill for Allen & Hoshall Engineer Services Phase IV Fairpark in the amount of \$2,127.30

Upon a motion by Shane Homan and a second by Amy Tate the Agency voted unanimously to approved the Allen & Hoshall Invoice for Engineer Services Phase IV Fairpark Infrastructure in the amount of \$2,127.30.

Exhibit B

3.0 Ratify Extension Option for Lot 10 B Phase III B Fairpark until February 28, 2021

Upon a motion by Shane Homan and a second by Amy Tate, the Agency voted unanimously to ratify decision of September 16, TRA meeting to extend Corey Little’s option for Lot 10B, Phase III B Fairpark until February 28, 2021.

Exhibit C

4.0 Review/Approve Change Order #1 Hodges for Extension on Contract

Ms. Brangenberg updated the Agency members as to the reason for the extension being that the property owner, Johnny Robbins had requested that more parking be considered for this area. After reviewing additional options, it was determined that any changes would increase the cost and delay construction of additional parking for the hotel. In order to meet the terms of the MOA with the hotel it is recommended that these additions not be made. Mr. Robbins suggested that he would like to consider swapping the property left for residential lot(s) in Phase IV.

In the change order, Hodges would begin with the milling, overlay and restriping of the CDF parking lot and the concrete portion of the parking lot for Mugshots immediately. The rest of the parking lot would begin in March to be completed by April 15, 2021.

Upon a motion by Shane Homan and a second by Amy Tate, the Agency members voted to approved the Change Order #1 for Hodges Construction to begin work on the first phase immediately and complete the project by April 15, 2021.

Exhibit D

5.0 Executive Session - Potential Lands Sales

Upon a motion by Chair, Reed Hillen and a second by Shane Homan the Agency members voted unanimously to close the regular session of TRA and enter executive session to discuss potential land sales.

Upon a motion by Amy Tate and a second by Cheryl Rainey, the Agency voted unanimously to return to Regular Session.

After a brief discussion, upon a motion by Amy Tate and a second by Cheryl Raine the Agency voted unanimously to return to regular session to consider contracts presented as follows:

- A. In the matter of contract from WWD, LLC (Don Coleman, Wilson Coleman and Blake Whitehead) to purchase 16 lots in Phase IV Residential, and upon a motion by Reed Hillen and a second by Shane Homan the Agency voted unanimously to reject this contract offer and amend the contract for Lots 4-13, 4-14 and 4-15, Phase IV Residential Fairpark. Option agreements will be subject to the same purchase and sale agreement as established by the RFP. Final approval will be at a later date.
- B. In the matter of a contract presented by William Rice for purchase of Lot 4-31, Phase IV Residential Fairpark, upon a motion by Shane Homan and a second by Cheryl Rainey, the Agency voted unanimously to accept Mr. Rice's contract of \$25,000. Contract price agreements will be subject to the same purchase and sale agreement as established by the RFP. Mr. Rice has placed on deposit, \$300.00 earnest money toward purchase of the property. **Exhibit E**
- C. In the matter of a contract presented by Steve Whitehead for purchase of Lot 4-20, Phase IV Residential Fairpark, upon a motion by Cheryl Rainey and a second by Amy Tate the Agency voted unanimously to accept Mr. Whitehead's contract of \$25,000. Contract price agreements will be subject to the same purchase and sale agreement as established by the RFP. Mr. Whitehead has placed on deposit, \$300.00 earnest money toward purchase of the property. **Exhibit F**

Being no further business, Chair, Reed Hillen called for adjournment of the Tupelo Redevelopment Agency.


Reed Hillen, Chair



Debbie Brangenberg
Debbie Brangenberg, Project Coordinator

Tupelo Redevelopment Agency

September 16, 2020

Agenda

1.0 Ratify minutes of May 14, 2020 tabled at July 7, 2020 meeting

Exhibit A

2.0 Review/Approve Minutes of July 7, 2020

Exhibit B

**3.0 Review/Approve Bid for Parking Lot to provide additional off street to James A. Hodges, Inc.
as low bidder for a total bid amount of \$232,591.06.**

Exhibit C

4.0 Review/Approve Mayor Shelton to Execute Contract for Parking Lot

5.0 Executive Session - Potential Lands Sales

EXHIBIT A**Tupelo Redevelopment Agency****Teleconference****May 14, 2020****Minutes**

A teleconference meeting of the Tupelo Redevelopment Agency convened at 3:00 p.m. on Thursday, May 14, 2020 in conference room B of City Hall. Agency members present via teleconference were TRA President, Reed Hillen, Shane Homan, Amy Tate and Cheryl Rainey, and TRA Project Coordinator, Debbie Brangenberg. Representing the City of Tupelo Ben Logan, City Attorney, Sandy Shumaker, Administrative Assistant, Taylor Vance of Northeast Mississippi Daily Journal.

Chair, Reed Hillen called the meeting to order at 4:00 PM. Project Coordinator, Debbie Brangenberg, informed the Agency that there we a number of items on the agenda that met the requirement for Executive Session for potential land sales.

Upon a motion by Shane Homan and a second by Amy Tate the agency voted unanimously to close the meeting for Executive Session for the purpose of discussion of potential land sales.

Upon a motion by Shane Homan and a second by Amy Tate the Agency voted unanimously to enter Executive Session.

1.0 Executive Session - Potential Lands Sales

Upon a motion by Cheryl Rainey and a second by Amy Tate the Agency voted unanimously to close the Executive Session and return to Regular Session.

Items thoroughly discussed in Executive Session:

- Maloney Development Group Extension of Agreements for Purchase of Lot 8B Phase III Fairpark
- C and K Properties, LLC -Corey Lee/Clay Short Option for The Legacy Project Request for extension on option for Lot 10 Phase III Fairpark
- Rejection of Legacy Development Group, Letter of Intent for Lot 3A Phase I Fairpark
- Contract for Lot 2-25 Phase II Fairpark with Don Coleman, Wilson Coleman and Blake Whitehead
- TRA to counter offer to developers submitting proposals during the RFP process for Phase IV residential. The provision of the counter offer are contained within the property option and sales agreement. Developers submitting proposal were Webb Development and Dabb Corporation.
- Update on Maloney Development for Lot 4A and 4B

2.0 Ratify minutes of March 30, 2020

Upon a motion by Cheryl Rainey and a second by Amy Tate the Agency voted unanimously to ratify the minutes of the March 30, 2020 minutes of the Tupelo Redevelopment Agency meeting.
Exhibit A

3.0 Approve/Reject Maloney Development Group Extension of Agreements for Purchase of Lot 8B Phase III Fairpark

Upon a motion by Shane Homan and a second by Cheryl Rainey the Agency voted unanimously to approve an extension to the agreement for commencement of construction and purchase on Lot 8B Phase III of Fairpark for an additional 4 months.
Exhibit B

4.0 Approve/Reject C and K Properties, LLC -Corey Lee/Clay Short Option for The Legacy Project Request for extension on option for Lot 10 Phase III Fairpark

Upon a motion by Amy Tate and a second by Shane Homan the Agency voted unanimously to approve a ninety-day (90) extension on the option to purchase Lot 10 Phase III of Fairpark by C and K Properties, LLC-Corey Lee, The Legacy Project.
Exhibit C

5.0 Ratify Rejection of Legacy Development Group, Letter of Intent for Lot 3A Phase I Fairpark

Upon a motion by Cheryl Rainey and a second by Amy Tate the Agency voted unanimously to ratify the rejection by Legacy Development Group, Letter of Intent purchase and sales agreement for Lot 3A Phase I Fairpark.
Exhibit D

6.0 Ratify Contract for Lot 2-25 Phase II Fairpark with Don Coleman, Wilson Coleman and Blake Whitehead

Upon a motion by Shane Homan and a second by Cheryl Rainey the Agency voted unanimously to ratify the decision to enter into a purchase agreement for Lot 2-25 Phase II Fairpark for \$90,000 to Don, Coleman, Wilson Coleman and Blake Whitehead. The developer will build 16 single family residences.

The provisions of the contract are as follows:

- Conditioned upon the developer being responsible for building the subdivision infrastructure at a cost up to \$300,000.00
- Conditioned upon the developer abiding by all design criteria of TRA and the Development Code of the City of Tupelo, including entering a development agreement with the City and TRA.
- Conditioned on TRA being responsible for the final lift of asphalt when the developer completes the subdivision.
- Developers agree to start the infrastructure within 6 months as closing.
- Seller to pay for deed prep and title search.

Exhibit E

7.0 Review/Approve TRA to counter offer to developers submitting proposals during the RFP process for Phase IV residential. The provision of the counter offer are contained within the property option and sales agreement. Developers submitting proposal were Webb Development and Dabb Corporation.
Exhibit F

Upon a motion by Reed Hillen and a second by Shane Homan the Agency voted unanimously to approve TRA to counter offer per the property option and sales agreement to Webb Development and Dabb Corporation who submitted proposals according to the RFP process for Phase IV Fairpark residential.

Upon a motion by Cheryl Rainey and a second by Reed Hillen, the Agency voted unanimously to adjourn.


Reed Hillen, Chair


Shane Homan


Debbie Brangenberg, Recording Secretary and Project Coordinator

EXHIBIT B**Tupelo Redevelopment Agency****July 7, 2020****Minutes**

A teleconference meeting of the Tupelo Redevelopment Agency convened at 4:00 p.m. on Tuesday, July 7, 2020 in conference room B of City Hall. Agency members present via teleconference were TRA President, Reed Hillen, Shane Homan, Amy Tate and Cheryl Rainey, and Recording Secretary Debbie Brangenberg. Representing the City of Tupelo were Ben Logan, City Attorney and Sandy Shumaker.

1.0 In the matter of ratifying minutes of May 14, 2020:

Upon a motion by Shane Homan and a second by Amy Tate the agency voted unanimously to table the minutes of May 14, 2020 until the next meeting.

2.0 In the matter of Review/Approve Rebate Incentive for Beginning Construction for Thrash Group and Hotel

In final negotiations with The Thrash Group it was agreed upon by TRA to provide a \$25,000 incentive rebate once construction was begun on the boutique hotel. The hotel is successfully under construction as of this date. Upon a motion by Shane Homan and a second by Cheryl Rainey, the agency voted unanimously to approve payment of a \$25,000 rebate to The Thrash Group.

3.0 In the matter of Review/Approve Rebate Incentive for Beginning Construction for Maloney Development LLC for Presley Place now called The Grandstands

In final negotiations with Maloney Development, LLC it was agreed upon by TRA to provide a \$25,000 incentive rebate once construction was begun on the Grand Stands mixed use development. The project is successfully under construction as of this date. Upon a motion by Shane Homan and a second by Cheryl Rainey, the agency voted unanimously to approve payment of a \$25,000 rebate to Maloney Development LLC.

4.0 In the matter of Executive Session - Potential Lands Sales

Upon a motion by Cheryl Rainey and a second by Amy Tate the agency voted unanimously to close the regular session of July 7, 2020 to determine the need for Executive Session.

Debbie Brangenberg advised the agency of contracts that had been submitted for approval for land sales in Fairpark Phase IV Residential.

After discussion of potential lands sales, upon a motion by Cheryl Rainey and a second by Amy Tate the agency voted unanimously to return to regulation session.

The following actions were taken:

5.0 In the matter of acceptance of Contract for Lot 4-19 Fairpark Phase IV – Lacey and Nena Lowe

Upon a motion by Shane Homan and a second by Cheryl Rainey, the agency voted unanimously to approve and accept an option contract from Lacey and Nena Lowe for Lot 4-20 which when paired with the previous contract for Lot 2-19 would become one lot 4-19. The purchase of said lot is \$25,000.

6.0 In the matter of Ratification of amended Option Contract to purchase Lots 4-14 through 20 Fairpark IV by Wesley Webb, LLC.

Upon a motion by Amy Tate and a second by Cheryl Rainey, the agency voted unanimously to ratify amended option contract from Wesley Webb, LLC for Lots 4-14 through 3-20 per the conditions set out in the Fairpark Phase IV RFP of \$25,000 per lot.

7.0 In the matter of Option Contract from Fairpark Investment Group, LLC for Lots 4-1 through 4-11 Fairpark Phase IV:

Upon a motion by Amy Tate and a second by Cheryl Rainey, the agency voted unanimously to present Fairpark Investment Group, LLC an amended Option Contract to eliminate Lots 4-1 and 4-11 which are not for sale at this time, per the conditions set out in the Fairpark Phase IV RFP of \$25,000 per lot.

Being no further business upon a motion by Cheryl Rainey and second by Amy Tate the agency voted unanimously to adjourn.

Reed Hillen, Chair

Debbie Brangenberg, Project Manager

3-09606

COOK COGGIN ENGINEERS, INC.



September 10, 2020

Mrs. Debbie Brangenberg
City of Tupelo
71 E Troy St
Tupelo, MS 38804

**CITY OF TUPELO
TUPELO FAIRGROUNDS REDEVELOPMENT 7B-PARKING LOT
BID 2020-028FP**

Following the receipt and opening of bids on the captioned project, we have reviewed and tabulated each set of bids. A copy of the tabulation and original bid documents are enclosed.

James A. Hodges Construction, Inc. is the low bidder for a total bid amount of \$232,591.06.

CCE recommends the Base Bid be awarded in the amount noted above. The advertised project did not offer any alternate bids.

If you have any questions or need further assistance, please call.

A handwritten signature in black ink that reads "David M. Long".

David M. Long, P.E.
Project Engineer
davidlong@cookcoggin.com

Copy to: Mr. James A. Hodges, James A. Hodges Construction, Inc., 1281 CR 811,
Saltillo, MS 38866-5930

Enclosed: Bid Tabulations
Original Bid Documents



Item No.	Item	#13510 James A. Hodges Const., Inc. #12263 Simmons Erosion Control, Inc. #4854 Roberts Builders		#12263 Simmons Erosion Control, Inc. #12263 Simmons Erosion Control, Inc.		#0229 Phillips Contracting Co., Inc.					
		Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
BASE BID "A"											
01 00 GENERAL REQUIREMENTS											
1	Construction Record Documents	1	LS	\$ 1,850.00	\$ 1,850.00	\$ 11,850.00	\$ 10,000.00	\$ 10,000.00	\$ 1,000.00	\$ 1,000.00	
2	Maintenance of Traffic	1	LS	\$ 500.00	\$ 500.00	\$ 1,300.00	\$ 1,300.00	\$ 34,852.00	\$ 34,852.00	\$ 5,000.00	
3	Temporary Silt Fence	200	LinFt	\$ 5.25	\$ 1,050.00	\$ 5.00	\$ 1,000.00	\$ 25.00	\$ 5,000.00	\$ 3.50	
4	Wattles	50	LinFt	\$ 5.25	\$ 262.50	\$ 10.00	\$ 500.00	\$ 20.00	\$ 1,000.00	\$ 10.00	
5	Mobilization	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 22,000.00	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00	
31 00 EARTHWORK											
6	Cleaning & Grubbing	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 16,000.00	\$ 16,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	
7	Site Earthwork	1	LS	\$ 23,162.50	\$ 23,162.50	\$ 23,700.00	\$ 23,700.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	
8	Erosion Control	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 4,700.00	\$ 4,700.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	
9	Geotextile Fabric for Roadway Stabilization	1,880	SqYd	\$ 3.15	\$ 5,929.00	\$ 2.00	\$ 3,360.00	\$ 10.00	\$ 16,800.00	\$ 3.50	
32 00 EXTERIOR IMPROVEMENTS											
10	Cold Milling of Bituminous Pavement, All Depths	1,690	SqYd	\$ 8.62	\$ 14,567.80	\$ 6.00	\$ 10,140.00	\$ 8.00	\$ 13,520.00	\$ 7.50	
11	Subgrade Underdrain Allowance	300	CuYd	\$ 11.81	\$ 3,543.00	\$ 20.00	\$ 6,000.00	\$ 10.00	\$ 3,000.00	\$ 20.00	
12	Selected Borrow Material Allowance (for Undercut Areas Only)	300	CuYd	\$ 17.33	\$ 5,199.00	\$ 25.00	\$ 7,500.00	\$ 15.00	\$ 4,500.00	\$ 20.00	
13	Crushed Limestone Base	285	CuYd	\$ 55.65	\$ 15,860.25	\$ 90.50	\$ 25,792.50	\$ 40.00	\$ 11,400.00	\$ 80.00	
14	18" Concrete Curb & Gutter	840	LinFt	\$ 28.17	\$ 23,662.80	\$ 25.25	\$ 21,210.00	\$ 25.00	\$ 21,000.00	\$ 40.00	
	Hot Mix Asphalt, ST, 9.5mm (Surface Course)	76	Ton	\$ 138.00	\$ 10,488.00	\$ 211.75	\$ 16,093.00	\$ 200.00	\$ 15,200.00	\$ 244.00	
	Hot Mix Asphalt, ST, 19mm (Binder Course)	102	Ton	\$ 142.60	\$ 14,545.20	\$ 176.50	\$ 18,003.00	\$ 200.00	\$ 20,400.00	\$ 212.50	
	Hot Mix Asphalt, ST, 9.5mm (Overlay)	139	Ton	\$ 138.00	\$ 19,182.00	\$ 187.75	\$ 26,097.25	\$ 200.00	\$ 27,800.00	\$ 244.00	
	Concrete Pavement	265	SqYd	\$ 91.15	\$ 24,154.75	\$ 87.25	\$ 23,121.25	\$ 80.00	\$ 21,200.00	\$ 90.00	
	Concrete Sidewalk	213	SqYd	\$ 97.75	\$ 20,820.75	\$ 75.75	\$ 16,134.75	\$ 60.00	\$ 12,780.00	\$ 85.00	
18	Minor Structural Concrete	3.5	CuYd	\$ 2,200.00	\$ 7,700.00	\$ 1,600.00	\$ 5,600.00	\$ 1,800.00	\$ 6,300.00	\$ 2,200.00	
19	Grate and Frame Castings	120	Lbs	\$ 5.00	\$ 600.00	\$ 25.00	\$ 3,000.00	\$ 50.00	\$ 6,000.00	\$ 5.00	
20	4" Detail Traffic Stripe (White)	1,402	LinFt	\$ 0.95	\$ 1,331.90	\$ 1.86	\$ 2,607.72	\$ 1.00	\$ 1,402.00	\$ 1.25	
21	4" Detail Traffic Stripe (Blue)	411	LinFt	\$ 0.95	\$ 390.45	\$ 1.86	\$ 764.46	\$ 1.00	\$ 411.00	\$ 1.25	
22	Handicap Legend Striping (Blue)	5	Each	\$ 50.60	\$ 253.00	\$ 185.80	\$ 929.00	\$ 50.00	\$ 250.00	\$ 100.00	
33 00 UTILITIES											
23	Existing Water Meter Removal and Service Line Extension	1	LS	\$ 1,365.00	\$ 1,365.00	\$ 1,200.00	\$ 1,200.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	
24	18" HP Drainage Pipe	80	LinFt	\$ 29.00	\$ 2,320.00	\$ 38.75	\$ 3,100.00	\$ 50.00	\$ 4,000.00	\$ 85.00	
ELECTRICAL											
25	Type V Street Light	1	Each	\$ 7,200.00	\$ 7,200.00	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	
26	Pencell J-Box	3	Each	\$ 216.58	\$ 649.74	\$ 1,475.00	\$ 4,425.00	\$ 500.00	\$ 1,500.00	\$ 700.00	
27	1" Conduit in Trench	131	LinFt	\$ 7.90	\$ 1,034.90	\$ 55.50	\$ 7,270.50	\$ 5.00	\$ 655.00	\$ 5.00	
28	1" PVC Sweep	6	Each	\$ 249.17	\$ 1,495.02	\$ 14.00	\$ 84.00	\$ 5.00	\$ 30.00	\$ 40.00	
29	#10 AWG Copper THHN	300	LinFt	\$ 0.85	\$ 255.00	\$ 2.35	\$ 705.00	\$ 20.00	\$ 6,000.00	\$ 2.50	
30	#10 AWG Copper THHN	150	LinFt	\$ 1.37	\$ 205.50	\$ 4.30	\$ 645.00	\$ 20.00	\$ 3,000.00	\$ 1.25	
TOTAL BASE BID PRICE				\$	\$ 232,591.06	\$	\$ 252,832.43	\$	\$ 336,000.00	\$	\$ 339,043.75



REMIT TO:

Allen & Hoshall
 1661 International Drive, Suite 100
 Memphis, Tennessee 38120
 Attn: Accounts Receivable

Tupelo Redevelopment Agency
 108 South Broadway
 Tupelo, MS 38801
 Debbie Brangenberg

Invoice number 315719
 Date 10/30/2020

Project **81820 Tupelo Redevelopment-Fairpark
 UG Phase IV**

For Professional Services Rendered through: 10/23/2020

Engineering Services for the design of Fairpark Phase IV residential underground electric utilities.

Professional Fees

	Hours	Rate	Billed Amount
Design Engineer	12.00	155.00	1,860.00
Technician	2.00	85.00	170.00
Clerical	0.50	75.00	37.50
Professional Fees subtotal	14.50		2,067.50

Reimbursables

	Units	Rate	Billed Amount
Miles	104.00	0.575	59.80

Invoice total **2,127.30**

Bobby Davidson
 Project Manager



THE LEGACY

A T F A I R P A R K

Dear TRA,

Thank you for your assistance of working with as we are in the process of developing The Legacy at Fairpark. We ask and propose for a six month extension to our option located at Phase IIIB lot 10 at Fairpark to be extended to February 28th 2021.

We thank you for your consideration.

Cory Lee

The Legacy at Fairpark
Cory Lee
Cory@CoryLeeLeadership.com

CHANGE ORDER

Item # 13.

CCE NO. 3-09606 CHANGE ORDER NO.: 1
 OWNER: City of Tupelo PROJECT: Fairgrounds Redevelopment 7B - Parking Lot
 OWNER #: Bid 2020-028FP CONTRACTOR: James A. Hodges Construction

Item No.	Item Description	Quantity	Unit	Unit Price	Amount
----------	------------------	----------	------	------------	--------


This Change Order is for time extension only. No Change in price is proposed. Reference is made to the attached Contractor's request for time extension.

It is further understood and agreed that this modification constitutes compensation in full on behalf of the contractor and its subcontractors and suppliers for all costs and markups directly or indirectly attributable to the change order herein, of all delays related thereto, and for performance of the changes within the time frame stated.

Estimated Cost - Per Contract Dated: September 18, 2020

Original Contract Amount \$ 232,591.06
 Previously Approved C.O.'s Add (Deduct): NA
 PREVIOUSLY REVISED CONTRACT TOTAL: NA
 Estimated Amount - This C.O. Add (Deduct): \$ -
 REVISED CONTRACT TOTAL: \$ 232,591.06
 NOTICE TO PROCEED DATE: 11/18/2020
 ORIGINAL CONTRACT TIME (Calendar Days): 75
 ORIGINAL COMPLETION DATE: 1/31/2021
 DAYS ADDED (DEDUCTED) PREVIOUS C.O.: NA
 DAYS ADDED (DEDUCTED) THIS C.O.: 74
 REVISED CONTRACT DAYS: 149
 REVISED COMPLETION DATE THIS C.O.: 4/15/2021


DATE: 11/18, 2020


 For Engineer (Cook Coggin Engineers, Inc.)

APPROVED: _____, 2020

 For Owner (City of Tupelo, Mississippi)

ACCEPTED: 11/18, 2020


 For Contractor (James A. Hodges Construction)



James A. Hodges Construction
1281 CR 811
Saltillo, MS 38866

Office: 662-842-8538 Fax: 662-842-8878 Chad Rankin (662) 871-3418
Email: crankin0853@gmail.com

Fairpark Parking Lot Project
Date: 11/2/2020

To Whom it May Concern, *74
We are requesting a time extension of ~~119~~ days on the Fairpark parking lot project. This is due to possibly not being able to get the site ready for asphalt before the shutting down of asphalt plants. This would put us starting back on project on March the 15th of 2021.

We are hoping to have a start date of November the 18th 2020 for the following portions of the work.

- 1. Concrete paving just south of Mugshots.
- 2. Milling and overlaying of existing parking lot.

We will hold our prices from bid day on this project.

* Per further discussion/negotiation with Debbie Brangenberg, Andy Hodges, Chad Rankin, and myself. David M. Long 11/18/2020

James A. Hodges Construction

Chad Rankin

Signature: _____

Chad Rankin

Date: _____

11/2/2020

PROPERTY OPTION AND SALE AGREEMENT

AGREEMENT entered into this the 19th day of November, 2020, by and between the **TUPELO REDEVELOPMENT AGENCY, an urban renewal agency of the City of Tupelo, Mississippi, organized and existing under the laws of the State of Mississippi** (hereinafter referred to as "SELLER"), and WILLIAM L. RICE, (hereinafter referred to as "PURCHASER"), and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

1.

OPTION: Upon receipt of \$ 300⁰⁰ option/earnest money amount, Lot 4-31 of the Fairpark District, Phase IV residential subdivision, located in the Southwest Quarter of Section 32, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi, and being depicted in Exhibit "A".

2.

PRICE. The purchase price of the property shall be Twenty-Five Thousand Dollars (\$25,000.00) less \$ 300⁰⁰ of the option/earnest money paid and shall be due and payable from Purchaser at the closing of the lot.

3.

TITLE. Seller will provide Purchaser with a title certificate for each lot from an attorney of Purchaser's choice, free and clear of all liens and encumbrances. If said title certificate, survey or environmental study of the subject real property reflects defects, encumbrances or other matters which affect the marketability of the real property described herein, then Seller may, at its option, either: (a) Return all sums paid by Purchaser and declare this Agreement void, or (b) Seller shall have thirty (30) days from date of receipt of written notice from Purchaser of such

defect to cure same. If the title cannot be cured within said thirty (30) day period, then this Agreement shall terminate and Seller shall return any earnest money to Purchaser. The Seller shall furnish a good and sufficient Warranty Deed at time of closing conveying title to the subject property to the Purchaser herein. Notwithstanding the above, this conveyance is and shall be subject to the following:

(a) Subject to applicable Declaration of Covenants, Conditions and Restrictions to the above described real property filed for record in the Office of the Chancery Clerk of Lee County, Mississippi.

(b) Easements, restrictive covenants and other matters as shown on the plat of Fairpark District — Phase Four _____, as same are recorded in the records of maps and plats on file in the office of the Chancery Clerk of Lee County, Mississippi.

(c) Reservation by the Grantor of a perpetual easement of ingress and egress for pedestrian and vehicular traffic and shared parking over the driving lanes, parking areas and walkways of the parking lots developed or to be developed by Grantee. The easements reserved hereby shall run with the land.

4.

INSPECTION. Prior to closing, Purchaser shall have the right to go upon the property for the purpose of making engineering studies, surveys, topographical surveys, determination of water, street and sewer layouts, test boring, and sub-surface inspections. Purchaser will, at his expense, repair any damage caused by its activities on the Property.

5.

POSSESSION. Possession of the subject property shall be delivered to Purchaser at time of closing unless mutually agreed otherwise.

6.

2

CLOSING. The closing (the "Closing") of the transaction(s) contemplated in Paragraph 2 above shall be on or before 12/31/2020 Seller has advised Purchaser that the subject lot can be conveyed by Seller pursuant to the terms and conditions set forth herein, and said lot is suitable in Seller's opinion for Purchaser to immediately commence construction thereon.

7.

CLOSING COSTS. Seller shall be responsible for the expense of preparation of the warranty deed and certificate of title. It is further agreed and understood that each party hereto shall be responsible for their respective attorney's fees costs of closing that may be incurred in connection with the closing.

8.

TAXES. Taxes for any current year of closing, if any, shall be pro-rated.

9.

REAL ESTATE COMMISSION. Seller and Purchaser each represent to the other that no real estate commissions are due in connection with the sale of the subject lot or parcel.

10.

ADDITIONAL CONDITIONS: REIMBURSEMENT INCENTIVES.

Seller will provide an incentive rebate on each lot based on the difference of cost at \$8 per square foot in a building floor plan of 3125 square feet down to a minimum of 1800 square feet. (E.g. final cost of lot 3125 sq. ft. or greater - \$25,000; final cost of lot 1800 sq. ft. - \$14,400; final cost of lot 2500 sq. ft. - \$20,000.) Square footage will be based on the building permit filed by the developer. The developer will provide a copy of the approved permit with stated square footage approved to TRA for approval of the rebate.

11.

3

ADDITIONAL CONDITIONS: DESIGN REVIEW.

All houses built are subject to design approval of each house constructed by the Design Review Committee of Tupelo Redevelopment Agency and the development and building codes of the City of Tupelo, Mississippi.

12.

ADDITIONAL CONDITIONS: SELLER'S OPTION TO REPURCHASE

Construction shall begin on the subject lot within 1 year (365) days from the date of the execution of a Warranty Deed. Should construction fail to commence within this time period, Tupelo Redevelopment Agency shall have the option for a period of twelve (12) months thereafter, to repurchase the subject real property from Purchaser, its successors and/or assigns, at the original purchase price less any incentives previously paid to Purchaser

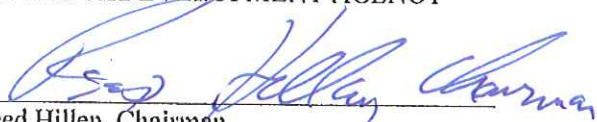
13.

ACCEPTANCE. Excluding those ADDITIONAL CONDITIONS above, it is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this contract, which alone fully and completely expresses their agreement.



SIGNATURE PAGE FOLLOWS

EXECUTED IN DUPLICATE ORIGINALS, on this the 19th day of November, 2020.

TUPELO REDEVELOPMENT AGENCY



Reed Hillen, Chairman

 , 

PROPERTY OPTION AND SALE AGREEMENT

AGREEMENT entered into this the 13th day of November, 2020, by and between the **TUPELO REDEVELOPMENT AGENCY, an urban renewal agency of the City of Tupelo, Mississippi, organized and existing under the laws of the State of Mississippi** (hereinafter referred to as "SELLER"), and Steve Whitehead, (hereinafter referred to as "PURCHASER"), and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

1.

OPTION: Upon receipt of \$ 300 option/earnest money amount, Seller grants Purchaser a two (2) year option to purchase Lots 4-20 of the Fairpark District, Phase IV residential subdivision, located in the Southwest Quarter of Section 32, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi, and being depicted in Exhibit "A". This option may be extended in writing by Seller depending upon the progress of the development.

2.

SALE: The Seller hereby agrees to sell and Purchaser agrees to purchase up to three lots at a time under the option.

3.

PRICE. The purchase price of the property shall be Twenty-Five Thousand Dollars (\$25,000.00) per lot less \$ 300 per lot from the option/earnest money paid and shall be due and payable from Purchaser at the closing of the lots or lot(s) upon which the option described above is exercised, the sum of Twenty-Five Thousand Dollars (\$25,000.00) for each lot.

4.

TITLE. Seller will provide Purchaser with a title certificate for each lot from an attorney of Purchaser's choice, free and clear of all liens and encumbrances. If said title certificate, survey or environmental study of the subject real property reflects defects, encumbrances or other matters which affect the marketability of the real property described herein, then Seller may, at its option, either: (a) Return all sums paid by Purchaser and declare this Agreement void, or (b) Seller shall have thirty (30) days from date of receipt of written notice from Purchaser of such defect to cure same. If the title cannot be cured within said thirty (30) day period, then this Agreement shall terminate and Seller shall return any earnest money to Purchaser. The Seller shall furnish a good and sufficient Warranty Deed at time of closing conveying title to the subject property to the Purchaser herein. Notwithstanding the above, this conveyance is and shall be subject to the following:

(a) Subject to applicable Declaration of Covenants, Conditions and Restrictions to the above described real property filed for record in the Office of the Chancery Clerk of Lee County, Mississippi.

(b) Easements, restrictive covenants and other matters as shown on the plat of Fairpark District — Phase Four _____, as same are recorded in the records of maps and plats on file in the office of the Chancery Clerk of Lee County, Mississippi.

(c) Reservation by the Grantor of a perpetual easement of ingress and egress for pedestrian and vehicular traffic and shared parking over the driving lanes, parking areas and walkways of the parking lots developed or to be developed by Grantee. The easements reserved hereby shall run with the land.

5.

INSPECTION. Prior to closing, Purchaser shall have the right to go upon the property for the purpose of making engineering studies, surveys, topographical surveys, determination of water, street and sewer layouts, test boring, and sub-surface inspections. Purchaser will, at his expense, repair any damage caused by its activities on the Property.

6.

POSSESSION. Possession of the subject property shall be delivered to Purchaser at time of closing unless mutually agreed otherwise.

7.

CLOSING. The closing (the "Closing") of the transaction(s) contemplated in Paragraph 2 above shall be TBD. Seller has advised Purchaser that the subject lot can be conveyed by Seller pursuant to the terms and conditions set forth herein, and said lot is suitable in Seller's opinion for Purchaser to immediately commence construction thereon.

8.

CLOSING COSTS. Seller shall be responsible for the expense of preparation of the warranty deed and certificate of title. It is further agreed and understood that each party hereto shall be responsible for their respective attorney's fees costs of closing that may be incurred in connection with the closing.

9.

TAXES. Taxes for any current year of closing, if any, shall be pro-rated.

10.

REAL ESTATE COMMISSION. Seller and Purchaser each represent to the other that no real estate commissions are due in connection with the sale of the subject lot or parcel.

3

11.

ADDITIONAL CONDITIONS: REIMBURSEMENT INCENTIVES.

Seller will provide an incentive rebate on each lot based on the difference of cost at \$8 per square foot in a building floor plan of 3125 square feet down to a minimum of 1800 square feet. (E.g. final cost of lot 3125 sq. ft. or greater - \$25,000; final cost of lot 1800 sq. ft. - \$14,400; final cost of lot 2500 sq. ft. - \$20,000.) Square footage will be based on the building permit filed by the developer. The developer will provide a copy of the approved permit with stated square footage approved to TRA for approval of the rebate.

12.

ADDITIONAL CONDITIONS: DESIGN REVIEW.

All houses built are subject to design approval of each house constructed by the Design Review Committee of Tupelo Redevelopment Agency and the development and building codes of the City of Tupelo, Mississippi.

13.

ADDITIONAL CONDITIONS: SELLER'S OPTION TO REPURCHASE

Construction shall begin on the subject lot or lots purchased within ninety (90) days from the date of the execution of a Warranty Deed. Should construction fail to commence within this time period or substantial progress of construction ceases for more than ninety (90) days on any lot(s) purchased or under the option described below, Tupelo Redevelopment Agency shall have the option for a period of twelve (12) months thereafter, to repurchase the subject real property from Purchaser, its successors and/or assigns, at the original purchase price less any incentives previously paid to Purchaser

14.


ACCEPTANCE. Excluding those ADDITIONAL CONDITIONS above, it is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this contract, which alone fully and completely expresses their agreement.

EXECUTED IN DUPLICATE ORIGINALS, on this the 19th day of November, 2020.

TUPELO REDEVELOPMENT AGENCY



Reed Hillen, Chairman



November 18, 2020



AGENDA REQUEST

TO: Mayor and City Council
FROM: Debbie Brangenberg, TRA Project Manager
DATE November 24, 2020
SUBJECT: IN THE MATTER OF CHANGE ORDER #2 COOK AND SONS

Request:

Review/Approve Change Order #2 Cook and Sons Phase IV Residential Infrastructure Fairpark.

3-09633



November 24, 2020

Mrs. Debbie Brangenberg
Tupelo Redevelopment Agency
City of Tupelo
71 E Troy St
Tupelo, MS 38804

**CITY OF TUPELO
TUPELO FAIRPARK REDEVELOPMENT PHASE 4
BID 2020-14FP**

Enclosed is an electronic copy of Change Order No. 2 for further processing.

Descriptions and justification for the work is included per item on the Change Order.

If you have any questions or need further assistance, please call.

David M. Long, P.E.
davidlong@cookcoggin.com

Copy to:

Mr. Kenneth Cook, Cook & Son, LLC, 60146 Seminole Rd, Smithville, MS 38870 (email)

CHANGE ORDER

CCE NO. 3-09633 CHANGE ORDER NO.: 2
 OWNER: City of Tupelo PROJECT: Fairpark Redevelopment Phase 4
 OWNER #: Bid 2020-14FP CONTRACTOR: Cook & Son, LLC

Item No.	Item Description	Quantity	Unit	Unit Price	Amount
81	Re-shape and stablize existing ditch north side of detention pond with riprap and place riprap around two drainage pipes from current project discharging to detention pond. Price includes geotextile fabric placement beneath riprap.	1	LS	\$ 5,700.00	\$ 5,700.00
82	Relocate existing fire hydrant out of way of proposed sidewalk at the south end of Fairpark Dr. Price includes replacing damaged valve box (damage not by this project or contractor) and resurfacing of disturbed pavement to accomplish work.	1	LS	\$ 3,500.00	\$ 3,500.00

It is further understood and agreed that this modification constitutes compensation in full on behalf of the contractor and its subcontractors and suppliers for all costs and markups directly or indirectly attributable to the change order herein, of all delays related thereto, and for performance of the changes within the time frame stated.

Estimated Cost - Per Contract Dated: July 9, 2020

Original Contract Amount \$ 1,647,394.34

Previously Approved C.O.'s Add (Deduct): \$ (11,754.00)

PREVIOUSLY REVISED CONTRACT TOTAL: \$ 1,635,640.34

Estimated Amount - This C.O. Add (Deduct): \$ 9,200.00

REVISED CONTRACT TOTAL: \$ 1,644,840.34

NOTICE TO PROCEED DATE: 8/24/2020

ORIGINAL CONTRACT TIME (Calendar Days): 90

ORIGINAL COMPLETION DATE: 11/21/2020

DAYS ADDED (DEDUCTED) PREVIOUS C.O.: NA

DAYS ADDED (DEDUCTED) THIS C.O.: 30

REVISED CONTRACT DAYS: 120

REVISED COMPLETION DATE THIS C.O.: 12/21/20

DATE: 11/24, 2020

David M. Long
 For Engineer (Cook Coggin Engineers, Inc.)

APPROVED: _____, 2020

 For Owner (City of Tupelo, Mississippi)

ACCEPTED: 11/24, 2020

[Signature]
 For Contractor (Cook & Son, LLC)

Jim Spearman, PLS
Cook and Son, LLC
60146 Seminole Road
Smithville, MS 38870
662-401-9447
jspearman@cookandson.net

November 23, 2020

David Long
Cook Coggin Engineers, Inc
703 Crossover Road
Tupelo, MS 38801
662-842-7381
davidlong@cookcoggin.com

Tupelo Fairpark Phase 4 Fire Hydrant Relocation

Mr. Long,

I would like to submit a lump sum price of \$3,500 to adjust the fire hydrant that is currently in the middle of the sidewalk at the dead end of Fairpark. The valve box top is broken off at the asphalt and the valve is full of debris. This price will include replacing the broken valve box. Please let me know if you would like to proceed with the adjusting.

Sincerely,

A handwritten signature in blue ink that reads "Jim Spearman". The signature is fluid and cursive, with a long horizontal stroke at the end.

Jim Spearman, PLS

Jim Spearman, PLS
Cook and Son, LLC
60146 Seminole Road
Smithville, MS 38870
662-401-9447
jspearman@cookandson.net

November 23, 2020

David Long
Cook Coggin Engineers, Inc
703 Crossover Road
Tupelo, MS 38801
662-842-7381
davidlong@cookcoggin.com

Tupelo Fairpark Phase 4 Rip Rap Existing Ditch and Ends of Pipe

Mr. Long,

I would like to submit a lump sum price of \$5,700 to place rip rap around the two storm drainage pipes that drain into the detention pond, and to place rip rap in the existing ditch near the intersection of Monaghan and Clark. This price does also include shaping the existing ditch, and placing geotextile fabric under the rip rap. Please let me know if you would like to proceed with this work.

Sincerely,

A handwritten signature in blue ink that reads "Jim Spearman". The signature is written in a cursive, flowing style.

Jim Spearman, PLS



AGENDA REQUEST

TO: Mayor and City Council

FROM: BEN M. LOGAN, CITY ATTORNEY

DATE 11/24/20

SUBJECT: IN THE MATTER OF REVISION OF EMPLOYEE HANDBOOK POLICY
#502 **BL**

Request:

IN THE MATTER OF REVIEW, APPROVE REVISION OF EMPLOYEE HANDBOOK
POLICY #502, USE OF EQUIPMENT AND VEHICLES **BL**



City of Tupelo Employee Handbook	Policy#	502
Sec. 5 City Employment Policies	Effective Date	12/1/2020
502 Use of Equipment and Vehicles	Supersedes:	1/1/2019

502 Use of Equipment and Vehicles

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using City property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

City owned vehicles may be issued to any employee of the City of Tupelo at the discretion of the Mayor or the Mayor's designee when it is determined that a vehicle is necessary to allow the Employee to discharge their daily work functions. A City owned vehicle should only be used for work related purposes. A City owned vehicle shall never be used for personal use during work hours or non-work hours. A personal use of a city owned vehicle includes but is not limited to: using a City vehicle for any business or purpose outside of the employee's designated job function, allowing any person not employed by the City of Tupelo to operate a city vehicle, and otherwise using the city vehicle for the sole benefit of the employee.

A City owned vehicle may be taken home by a City employee when it is determined to be in furtherance of official city business. The Mayor or the Mayor's designee must maintain an updated list of any employee that has been assigned a take-home vehicle. This list should contain: the employee's name; their assigned vehicle; a description of the vehicle containing its make, model, manufacturing year, and VIN. Employees assigned take home vehicles shall obtain from the Human Resources Department and process any required payroll income tax forms.

Whenever in the opinion of management and /or supervisory personnel an employee has been guilty of improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive and/or avoidable traffic and parking violations, the said employee may be disciplined, in the discretion of the City, up to and including termination of employment. Payment of traffic and parking fines are the sole responsibility of the employee who has been charged with such violations.

ORDER

**ORDER TO APPROVE REVISION OF EMPLOYEE HANDBOOK POLICY #502, USE
OF EQUIPMENT AND VEHICLES**

WHEREAS, the City of Tupelo is permitted by Mississippi Law to purchase vehicles when it is determined that this vehicle is necessary for the furtherance of the City's business; and

WHEREAS, the City of Tupelo issues these city-owned vehicles to employees when it is determined that the vehicle is necessary in allowing the employee to fulfill their job duties; and

WHEREAS, at the discretion of the Mayor or his designee, it may be deemed necessary to allow certain employees to take these vehicles home in accordance with applicable State law; and

WHEREAS, these vehicles may be in the employee's possession during nonworking hours, but they are not permitted for personal use by the employee; and

WHEREAS, the personal use of a city-owned vehicle is considered an unlawful donation of municipal funds; and

WHEREAS, certain uses of city-owned vehicles may be deemed taxable income under current Internal Revenue Service rules; and

NOW THEREFORE, IT IS ORDERED by the City of Tupelo City Council: that the revised policy for the use of equipment and vehicles be adopted as part of the City of Tupelo Employee Handbook as policy #502 to clarify the City's policy concerning the taking home of city owned vehicles. This order by the City of Tupelo City Council revises the City of Tupelo Employee Handbook policy #502 by adding to the policy the following:

City owned vehicles may be issued to any employee of the City of Tupelo at the discretion of the Mayor or the Mayor's designee when it is determined that a vehicle is necessary to allow the Employee to discharge their daily work functions. A City owned vehicle should only be used for work related purposes. A City owned vehicle

shall never be used for personal use during work hours or non-work hours. A personal use of a city owned vehicle includes but is not limited to: using a City vehicle for any business or purpose outside of the employee’s designated job function, allowing any person not employed by the City of Tupelo to operate a city vehicle, and otherwise using the city vehicle for the sole benefit of the employee.

A City owned vehicle may be taken home by a City employee when it is determined to be in furtherance of official city business. The Mayor or the Mayor’s designee must maintain an updated list of any employee that has been assigned a take-home vehicle. This list should contain: the employee’s name; their assigned vehicle; a description of the vehicle containing its make, model, manufacturing year, and VIN. Employees assigned take home vehicles shall obtain from the Human Resources Department and process any required payroll income tax forms.

Further, this order of the City of Tupelo City Council revises the City of Tupelo Employee Handbook policy #502 by removing the following clause from the policy: employees may not use City owned or issues equipment or vehicles for personal use.

All remaining provisions of the City of Tupelo Employee Handbook policy #502 shall remain the same.

The foregoing order was proposed in a motion by Councilmember _____, seconded by Councilmember _____, and

was brought to a vote as follows:

- Councilmember M. Whittington voted _____
- Councilmember L. Bryan voted _____
- Councilmember Beard voted _____
- Councilmember Davis voted _____
- Councilmember Palmer voted _____
- Councilmember M. Bryan voted _____
- Councilmember Jennings voted _____

Whereupon, the Order having received a majority of affirmative votes, the President of the Council declared that the Order had passed and adopted on this the _____ day of _____, 2020.

CITY OF TUPELO, MISSISSIPPI

MIKE BRYAN, City Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

DATE



AGENDA REQUEST

TO: Mayor and City Council

FROM: Jason L. Shelton, Mayor

DATE December 1, 2020

SUBJECT: IN THE MATTER OF APPOINTMENT FOR ELECTION COMMISSION JS

NOTE:

Bio attached for Dr. Richard Price

About Dr. Richard Price

Minister • Educator • Public Advocate

Richard Price is an empathetic and compassionate social engineer. He is a minister of the gospel of Jesus Christ and serves as the Senior Minister of the North Green Street Church of Christ. He has served congregations in Philadelphia, Pennsylvania and Harlem, New York. Richard Price has also taught at the College of New Rochelle Brooklyn and Harlem campuses in areas of social science. Richard Price graduated from Livingstone with a B.A. in History; obtained M.A. in American History at St. John's University; and a M.A.R.L.A. and D.Min at New York Theological Seminary.

His dissertation: RE-EXAMINING EARLY PROPHETIC AFRICAN AMERICAN VOICES IN THE CHURCH OF CHRIST: A BEST PRACTICE MODEL FOR COMMUNITY ENGAGEMENT.

Dr. Price currently is in his fourth term as the chairman of the Mayor's Outreach Taskforce, which is an appointed official liaison between citizens, city officials, and law enforcement agencies. He holds membership and board appointments in many notable organizations and has received several public awards and recognition for his service. Some of these include: National Urban League, Leaders in the Movement award, The Lee County UNCF Leadership award, and Livingstone College Presidential Award of Distinction.

Richard Price is currently working on his first academic publication that examines the relationship between the formations of faith and advocacy.

In short, Richard Price has a passion for serving for the benefit of a better cooperative 'beloved community'.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Ben Logan, City Attorney

DATE November 24, 2020

SUBJECT: IN THE MATTER OF TEMPORARY CHANGE OF LOCATION OF VOTING
FOR WARD 1 PRECINCT 1 FROM BEL AIR CENTER TO AMERICAN
LEGION POST 49

Request:

Temporary change location of voting precinct as described above.

**A RESOLUTION TEMPORARILY CHANGING THE LOCATION OF WARD 1
VOTING PRECINCT 1 FROM THE BEL AIR CENTER TO THE AMERICAN LEGION
POST 49**

WHEREAS, Ward 1 Voting Precinct 1 is currently located at the Bel Air Center, 2107 Country Club Road, Tupelo, Mississippi for purposes of municipal elections for the city of Tupelo; and

WHEREAS, the Bel Air Center will be undergoing renovations during the 2021 election cycle and cannot be used as a voting precinct; and

WHEREAS, American Legion Post 49, located at 1875 Legion Lake Road, Tupelo, Mississippi, has expressed its willingness to locate the polling precinct there; and

WHEREAS, the temporary relocation of the polling precinct is in the best interest of the City of Tupelo; and

WHEREAS, the relocation of the polling precinct does not change precinct boundary lines, the qualifications or eligibility of voters residing in Ward 1 Precinct 1 to cast a ballot and has no impact on members of racial or language minority groups; and

WHEREAS, the proposed change in location involves moving the polling precinct approximately 2,100 feet.

NOW THEREFORE BE IT RESOLVED, Ward 1 Precinct 1 shall be temporarily located at the American Legion Post 49, located at 1875 Legion Lake Road, Tupelo, Mississippi.

After a full discussion of this matter, Council Member _____ moved that the foregoing Resolution be adopted and said motion was seconded by Council Member _____ and upon the question being put to a vote, the results were as follows:

- Councilmember M. Whittington voted _____
- Councilmember L. Bryan voted _____
- Councilmember Beard voted _____
- Councilmember Davis voted _____
- Councilmember Palmer voted _____
- Councilmember M. Bryan voted _____
- Councilmember Jennings voted _____

The motion having received the affirmative vote of a majority of the members present, the President declared the motion carried and the resolution adopted.

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the _____ day of _____, 2021.

CITY OF TUPELO, MISSISSIPPI

MIKE BRYAN, City Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

DATE



AGENDA REQUEST

TO: Mayor and City Council

FROM: Ben Logan, City Attorney

DATE November 24, 2020

SUBJECT: IN THE MATTER OF CHANGE OF LOCATION OF VOTING FOR WARD 3
PRECINCT 4 FROM OLD LEE COUNTY COURTHOUSE TO CALVARY
BAPTIST CHURCH FAMILY MINISTRY CENTER

Request:

Change location of voting precinct as described above.

**A RESOLUTION CHANGING THE LOCATION OF WARD 3 VOTING PRECINCT 4
FROM THE LEE COUNTY COURTHOUSE TO THE CALVARY BAPTIST CHURCH
FAMILY MINISTRIES CENTER**

WHEREAS, Ward 3 Voting Precinct 4 is currently located at the Lee County Courthouse, 201 West Jefferson, Tupelo, Mississippi for purposes of municipal elections for the city of Tupelo; and

WHEREAS, the Lee County Courthouse has requested that the polling precinct be moved due to space and operational constraints; and

WHEREAS, Calvary Baptist Church Family Ministries Center, located behind the main church at 501 West Main, Tupelo, Mississippi, has expressed its willingness to locate the polling precinct there; and

WHEREAS, the relocation of the polling precinct is in the best interest of the City of Tupelo; and

WHEREAS, the relocation of the polling precinct does not change precinct boundary lines, the qualifications or eligibility of voters residing in Ward 3 Precinct 4 to cast a ballot and has no impact on members of racial or language minority groups; and

WHEREAS, the proposed change in location involves moving the polling precinct approximately 3,300 feet or four city blocks.

NOW THEREFORE BE IT RESOLVED, Ward 3 Precinct 4 shall be located at the Calvary Baptist Church Family Ministries Center, located behind the main church at 501 West Main, Tupelo, Mississippi.

After a full discussion of this matter, Council Member _____ moved that the foregoing Resolution be adopted and said motion was seconded by Council Member _____ and upon the question being put to a vote, the results were as follows:

- Councilmember M. Whittington voted _____
- Councilmember L. Bryan voted _____
- Councilmember Beard voted _____
- Councilmember Davis voted _____
- Councilmember Palmer voted _____
- Councilmember M. Bryan voted _____
- Councilmember Jennings voted _____

The motion having received the affirmative vote of a majority of the members present, the President declared the motion carried and the resolution adopted.

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the _____ day of _____, 2021.

CITY OF TUPELO, MISSISSIPPI

MIKE BRYAN, City Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

DATE



AGENDA REQUEST

TO: Mayor and City Council

FROM: Ben Logan, City Attorney

DATE November 24, 2020

SUBJECT: IN THE MATTER OF RESOLUTION CALLING AND PROVIDING FOR THE HOLDING OF A SPECIAL ELECTION WITHIN THE CITY OF TUPELO, MISSISSIPPI, TO DETERMINE IF THE CITY OF TUPELO SHALL INCREASE THE LIMITATION PRESCRIBED IN SECTION 27-39-321, MISSISSIPPI CODE OF 1972, AS AMENDED, TO AUTHORIZE CONTINUING THE SPECIAL LEVY OF TEN (10) MILLS OF AD VALOREM TAXES UPON ALL TAXABLE PROPERTY WITHIN THE CITY OF TUPELO FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND FOR EACH OF THE NEXT FOUR (4) SUCCEEDING FISCAL YEARS THEREAFTER, THE TOTAL RECEIPTS FROM WHICH SPECIAL LEVY TO BE USED FOR THE PURPOSE OF STREET IMPROVEMENTS, INCLUDING CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES AND PURCHASING LAND THEREFOR.

Request:

Resolution setting election for Major Thoroughfare Plan Phase VII.

RESOLUTION

A RESOLUTION CALLING AND PROVIDING FOR THE HOLDING OF A SPECIAL ELECTION WITHIN THE CITY OF TUPELO, MISSISSIPPI, TO DETERMINE IF THE CITY OF TUPELO SHALL INCREASE THE LIMITATION PRESCRIBED IN SECTION 27-39-321, MISSISSIPPI CODE OF 1972, AS AMENDED, TO AUTHORIZE CONTINUING THE SPECIAL LEVY OF TEN (10) MILLS OF AD VALOREM TAXES UPON ALL TAXABLE PROPERTY WITHIN THE CITY OF TUPELO FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND FOR EACH OF THE NEXT FOUR (4) SUCCEEDING FISCAL YEARS THEREAFTER, THE TOTAL RECEIPTS FROM WHICH SPECIAL LEVY TO BE USED FOR THE PURPOSE OF STREET IMPROVEMENTS, INCLUDING CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES AND PURCHASING LAND THEREFOR.

WHEREAS, the Tupelo city Council (the “Governing Body”) acting for and on behalf of the City of Tupelo, Mississippi (the “City”) does hereby find, determine, adjudicate and declare as follows:

1. It is necessary and advisable and in the public interest of the City and its inhabitants to continue additional revenues for the purpose of street improvements, including constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities and purchasing land therefor, for which there are no other available funds on hand.

2. Under the provision of Section 27-39-321(2) Mississippi Code of 1972, as amended, the City is authorized to call an election on the question of increasing the limitation prescribed in Section 27-39-321(1), so as to authorize a special additional ad valorem tax levy for the purpose of obtaining and continuing such additional revenues for street improvements; and

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY AS FOLLOWS:

SECTION 1: The Governing Body does hereby determine that there exists a need for additional revenues for street improvements and does declare its intentions to continue the levy of an additional ten (10) mills of ad valorem taxes upon all taxable property within the City of Tupelo for the fiscal year beginning October 1, 2021, and for each of the next four (4) succeeding fiscal years thereafter, the total receipts from which special levy to be used for the

purpose of constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor.

SECTION 2: A special election shall be and the same is hereby called and ordered to be held within the City of Tupelo, Mississippi, on Tuesday the ___ of February, 2021, for the purpose of submitting to the qualified electors of the City in the following proposition:

SHALL THE CITY OF TUPELO, MISSISSIPPI, (THE “CITY”) INCREASE THE LIMITATION PRESCRIBED IN SECTION 27-39-321, MISSISSIPPI CODE OF 1972, AS AMENDED, TO AUTHORIZE CONTINUING THE SPECIAL LEVY OF TEN (10) MILLS OF AD VALOREM TAXES UPON ALL TAXABLE PROPERTY WITHIN THE CITY OF TUPELO FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND FOR EACH OF THE NEXT FOUR (4) SUCCEEDING FISCAL YEARS THEREAFTER, THE TOTAL RECEIPTS FROM WHICH SPECIAL LEVY TO BE USED FOR THE PURPOSE OF STREET IMPROVEMENTS, INCLUDING CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR.

SECTION 3: The polling places at which all qualified electors will vote in the special election will be the polling places as set forth below.

The polling places for said election shall open at 7:00 a.m. and be kept open until 7:00 p.m. of the aforesaid date, and all qualified electors of the City will be entitled to vote in said election.

SECTION 4: The City Clerk shall give no less than three weeks’ notice of said special election by publication of the notice thereof in the *Northeast Mississippi Daily Journal*, a newspaper published in Tupelo, Mississippi and having a general circulation among the people of the City and qualified under Section 13-3-31, Mississippi Code of 1972, as amended. The notice shall be published once a week for at least three consecutive weeks next preceding the date of said election, said publication dates being on December ____, 2020, December ____, 2020, January ____, 2021 and January ____, 2021, and notice shall be posted at three public places in the City of Tupelo. The notice shall be substantially in the following form:

**NOTICE OF SPECIAL ELECTION
CITY OF TUPELO, MISSISSIPPI**

Notice is hereby given to the qualified electors of the City of Tupelo, Mississippi (the “City”), that a Special Election will be held in said City on Tuesday, the ___ day of February,

2021, for the purpose of submitting to the qualified electors of the City the following proposition:

PROPOSITION 1 – STREET IMPROVEMENTS

SHALL THE CITY OF TUPELO, MISSISSIPPI (THE “CITY”) INCREASE THE LIMITATION PRESCRIBED IN SECTION 27-39-321, MISSISSIPPI CODE OF 1972, AS AMENDED, TO AUTHORIZE CONTINUING THE SPECIAL LEVY OF TEN (10) MILLS OF AD VALOREM TAXES UPON ALL TAXABLE PROPERTY WITHIN THE CITY OF TUPELO FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND FOR THE NEXT FOUR (4) SUCCEEDING FISCAL YEARS THEREAFTER, THE TOTAL RECEIPTS FROM WHICH SPECIAL LEVY TO BE USED FOR THE PURPOSE OF STREET IMPROVEMENTS, INCLUDING CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES AND PURCHASING LAND THEREFOR.

The special election will be held in the following polling places in the City:

Ward	Precinct	Location
1	1	American Legion Post 49
1	2	Tupelo Furniture Market
2	3	Link Centre
3	4	Calvary Baptist Family Ministry Center
3	5	Lawndale Presbyterian Church
4	6	C.C. Augustus Center
4	7	Police Athletic League PAL
5	8	JT Neely Community Center
5	9	Student Services Center @ ICC
6	10	Wildwood Baptist Church
6	11	Harrisburg Baptist Church
7	12	Haven Acres Community Center
7	13	First Pentecostal Church

The polls of said election will be opened at seven o’clock in the morning (7:00 a.m.) and will be kept open until seven o’clock in the evening (7:00 p.m.) of the aforesaid date and the said election will be held and conducted as far as practicable, in accordance with the manner prescribed for holding of elections for the issuance of bonds by political subdivisions and otherwise in accordance with the laws regulating general elections in the State of Mississippi and the City of Tupelo, Mississippi.

All qualified electors of said City will be entitled to vote in the said election.

SECTION 5: The special election will be held and conducted by the Election Commission within and for the City and shall be conducted as far as practicable, in accordance with the laws regulating municipal bond election as provided in Section 27-39-321(2) of the Mississippi Code of 1972, as amended, and otherwise in accordance with the general election laws in the State of Mississippi and in the City. When the Election Commission shall have received the returns of the election and ascertained the result thereof, it shall, after having canvassed the same, forthwith make and return the results to the Governing Body of the City by filing a report setting out its action in the holding of the special election and the result thereof.

SECTION 6: The ballot to be used at said special election shall be in substantially the following form, to-wit:

**OFFICIAL BALLOT
SPECIAL ELECTION
CITY OF TUPELO, MISSISSIPPI
Tuesday, the ____ day of FEBRUARY, 2021**

PROPOSITION 1 – STREET IMPROVEMENTS

SHALL THE CITY OF TUPELO, MISSISSIPPI (THE “CITY”) INCREASE THE AMENDED, TO AUTHORIZE CONTINUING THE SPECIAL LEVY OF TEN (10) MILLS OF AD VALOREM TAXES UPON ALL TAXABLE PROPERTY WITHIN THE CITY OF TUPELO FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND FOR THE NEXT FOUR (4) SUCCEEDING FISCAL YEARS THEREAFTER, THE TOTAL RECEIPTS FROM WHICH SPECIAL LEVY TO BE USED FOR THE PURPOSE OF STREET IMPROVEMENTS, INCLUDING CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES AND PURCHASING LAND THEREFOR?

**FOR CONTINUING THE TEN (10) MILLS SPECIAL
LEVY OF AD VALOREM TAXES FOR
STREET IMPROVEMENTS _____**

**AGAINST CONTINUING THE TEN (10) MILLS SPECIAL
LEVY OF AD VALOREM TAXES FOR
STREET IMPROVEMENTS _____**

Place a mark in the square opposite your choice on the proposition.

**OFFICIAL BALLOT
SPECIAL ELECTION
CITY OF TUPELO, MISSISSIPPI**

Tuesday, the _____ day of February, 2021

SECTION 7: The Chair of Election Commission, or his or her designee, shall be and is hereby designated and appointed to have the ballots prepared and printed for use in the holding of the special election. If the Chair or designee is unable to have the ballots prepared and printed, the Election Commission will appoint another Commissioner for this purpose.

SECTION 8: The City Clerk be and is hereby authorized and directed to forthwith prepare a true and correct copy of this resolution and to certify the same to the Election Commission for the City as and for their warrant and authority for the holding of the special election as herein provided and required by the laws of the State of Mississippi.

SECTION 9: If approved by a majority of the qualified electors of the city voting thereon, the limitation prescribed in section 27-39-321, shall be increased to continue and renew the levy of an additional ten (10) mills of ad valorem taxes upon all taxable property within the City of Tupelo for the fiscal year beginning October 1, 2021 and for each of the next four (4) succeeding fiscal years thereafter, the total receipts from which special levy to be used for the purpose of street improvements, including constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor.

SECTION 10: The City Clerk shall be and is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of publication of the Notice of Election and to have the same presented to the Governing Body.

SECTION 11: In the event that a court of competent jurisdiction shall find that any portion of this resolution invalid or unenforceable, the remainder of the resolution shall remain in full force and effect.

The foregoing resolution was proposed in a motion by Council Member _____, seconded by Council Member _____

Councilmember Whittington voted	_____
Councilmember L. Bryan voted	_____
Councilmember Beard voted	_____
Councilmember Davis voted	_____
Councilmember Palmer voted	_____
Councilmember M. Bryan voted	_____
Councilmember Jennings voted	_____

Having received a majority vote, the President of the Council declared that the resolution had passed as set forth above.

RESOLVED AND ORDERED BY THE COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI on this the _____ day of _____, 2020.

CITY OF TUPELO, MISSISSIPPI

BY: _____
Mike Bryan, City Council President

ATTEST:

MISSY SHELTON, Clerk of Council

APPROVED:

JASON L. SHELTON, Mayor

DATE

**OFFICIAL BALLOT
SPECIAL ELECTION
CITY OF TUPELO, MISSISSIPPI
Tuesday, the ____ day of February, 2021**

PROPOSITION 1 – STREET IMPROVEMENTS

SHALL THE CITY OF TUPELO, MISSISSIPPI (THE “CITY”) INCREASE THE AMENDED, TO AUTHORIZE CONTINUING THE SPECIAL LEVY OF TEN (10) MILLS OF AD VALOREM TAXES UPON ALL TAXABLE PROPERTY WITHIN THE CITY OF TUPELO FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND FOR THE NEXT FOUR (4) SUCCEEDING FISCAL YEARS THEREAFTER, THE TOTAL RECEIPTS FROM WHICH SPECIAL LEVY TO BE USED FOR THE PURPOSE OF STREET IMPROVEMENTS, INCLUDING CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES AND PURCHASING LAND THEREFOR?

**FOR CONTINUING THE TEN (10) MILLS SPECIAL
LEVY OF AD VALOREM TAXES FOR
STREET IMPROVEMENTS**

**AGAINST CONTINUING THE TEN (10) MILLS SPECIAL
LEVY OF AD VALOREM TAXES FOR
STREET IMPROVEMENTS**

Place a mark in the square opposite your choice on the proposition.

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AGENDA REQUEST

TO: Mayor and City Council
FROM: Ben Logan, City Attorney
DATE November 24, 2020
SUBJECT: IN THE MATTER OF NUISANCE PROPERTIES ORDINANCE

Request:

Add to Code of Ordinances provisions addressing chronic nuisance properties (criminal activity, discharge of weapons, noise, gang related activities).